

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

04-24-02A11:18 RCVD

DATE OF LEASE

MAY 03 2002

LEASE NO.

GS-05B-16805

THIS LEASE, made and entered into this date by and between

MICHAEL P. DOWING

whose address is Downing Realty Company

(b) (6)

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

7,330 Rentable square feet and 6,931 usable square feet of contiguous Class A office space at:

(exact address to be determined at a later date)

Miles Road and Cranwood Parkway
Warrensville Heights, Ohio

with 36 onsite parking spaces for the sole use of the U. S. Government. This is a one story building which the Government will occupy 100%.

to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term estimated to begin on March 1, 2003 through February 28, 2023, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$138,620.00 at the rate of \$11,551.67 per Month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MICHAEL P. DOWNING REALTY CO.

(b) (6)

4. The Government may terminate this lease at any time on or after March 1, 2013 by giving at least 90 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

ALL SERVICES, UTILITIES, MAINTENANCE AND SPACE IMPROVEMENTS AS SPECIFIED IN THE SOLICITATION FOR OFFERS WHICH INCLUDES THE AGENCY'S SPECIAL REQUIREMENTS.

Also, as part of the rental consideration, the Lessor shall meet as responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-16805 as amended, Special Requirements and other attachments to the lease.

7. The following are attached and made a part hereof:

~~The General Provisions and Instructions (Standard Form 2 - A~~ _____ ~~edition).~~

SF2 (2 pages)
Attachment A to the SF-2 (3 pages)
SFO, GS-05B-16805 (64 pages)
Amendment No. 1
Amendment No. 2
Amendment No. 3
3517B, General Clauses (26 pages)
3518, Representations and Certifications (4 pages)
Site Plan, Drawing, P1
Floor Plan, Drawing P2
Elevation Plan, Drawing P3

8. The following changes were made in this lease prior to its execution:

Paragraph 5 of Standard Form 2 has been deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR DOWNING REALTY CO. by

Michael P. Downing

BY _____

IN PRESE _____

UNITED S _____

BY P _____

(b) (6)

Contracting Officer

(Signature)

(Official title)

9. The date of this lease, April 1, 2002, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated March 21, 2002, submitted by the Lessor under SFO GS-05B-16805. This lease reflects the terms and conditions of the accepted Best and Final Offer.

EFFECTIVE DATE

10. The effective date of March 1, 2003 in Paragraph 2 of this lease, is an estimated effective date. The lessor will complete the space, ready for beneficial, not later than 180 days after receipt of approved space layouts from the Government. The actual effective date shall be further defined as the date the space has been inspected by a GSA representative and determined to be ready for beneficial occupancy by the Government.

If the actual date of beneficial occupancy by the Government is different from March 1, 2003, then the actual effective date will be established by Supplemental Agreements to this lease. The term will be in effect for 20 years, 10 years firm, computed from the actual effective date.

CPI

11. Beginning with the second year of the lease, for the purpose of operating cost escalation the base rental rate of \$4.90 per usable square foot per year will be adjusted in accordance with Paragraph 3.6, Operating Cost GSAR 552.270 – 23, of the Solicitation for Offers.

TAXES

12. For the purpose of Real Estate Tax adjustment, it is mutually agreed that the Government occupies 100% of the net rentable square feet of the entire building, which is 7,880. Tax adjustments shall be administered in accordance with Paragraph 3.4, Tax Adjustment, GSAR 552.270 – 23 of the Solicitation for Offers. Tax escalations will be paid via a lump-sum to the Lessor for its share of the increase in real estates taxes paid for the calendar year in which this lease commences (Base Year).

HOURS

13. Normal business hours are from 7:00 a.m. to 6:00 p.m.

OVERTIME

14. It is mutually agreed there will be a ^{per hour} (b) (4) HVAC system is required for use on an overtime basis beyond the normal working hours Monday through Friday.

FULLY SERVICED

15. The cost of janitorial services, maintenance, electric current for lighting and operation of the office appliances and machines are included in the rental consideration.

INITIALS:

M.P.D.
LESSOR

&

[Signature]
GOVERNMENT

NET USABLE MEASUREMENT

16. The total net usable square foot area referred to in Paragraph 1 is subject to adjustment but may not exceed the maximum limitation defined in the Solicitation for Offers. Should there be any adjustments in the square footage delivered, that has been determined through mutual field measurement in accordance with the Solicitation for Offers, Section 3.8, 3.9 and 3.10.

Should there be any adjustment in the actual amount of square footage delivered, that has been determined through mutual field measurement, the per annum rental referred to in Paragraph 3 herein, shall be adjusted accordingly to the rate set forth of \$20.00 per usable square foot. The lease shall be amended by Supplemental Lease Agreement after actual field measurement to establish the square footage in compliance with the terms of these paragraphs.

BUILDING DESIGN

17. It is understood that the Government has the flexibility to move the windows and door to other areas of the building that may fit their needs during the design process.

UNIT COSTS

18. It is mutually agreed the negotiated unit cost will be used to made adjustments in the event change orders occur which were not indicated on the approved layout drawing to the Lessor. The unit cost as outlined below are in accordance with the Solicitation for Offers, Section 3.1 entitled "Unit Costs for Adjustments". They are not for reimbursement for the basic space preparation.

Telephone Outlets, Wall Mounted	(b) (4)	each
Duplex Electrical Outlets, Wall Mounted		each
Dedicated 115V, 20A, Electrical Outlets, Wall		each
Duplex Type IG NEMA 5-20 Electrical Outlets, Wall		each
Dedicated Duplex Type IG NEMA 5-20 Electrical Outlets, Wall		each
Data Cable Outlets, Wall Mounted		each
Per System Furniture Power Feed		each
Ceiling High Partitions		Per lineal
(Taped, Sanded, Painted and/or Finished)		foot
Half-Wall Partitions		Per lineal
(Taped, Sanded, Painted and/or Finished)		foot
Interior Doors		each
(Includes hardware, frame and finishing)		

DAVIS-BACON COMPLIANCE

19. The Lessor will pay prevailing wage rates that are effective as of the Best and Final date of March 21, 2002.

INITIALS:

M.P.D.
LESSOR

&

PW
GOVERNMENT

CONTRACTING OFFICER APPROVAL

20. The lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the General Services Administration (the Contracting Officer or his representative).
21. The Contracting Officer represents the General Services Administration as agent with authority to enter into the lease on behalf of the Government and executes his document in his/her official capacity only and not as an individual.

CHANGE OF OWNERSHIP

22. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:

- (I) Evidence of the transfer of title.
- (II) A letter from successor lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its' terms.
- (III) A letter from prior lessor (transferor) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
- (IV) The IRS tax identification number for the new owner.

Where the leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

QUESTIONS

23. All questions pertaining to this lease shall be referred to the Contracting Officer of the General Services Administration of his/her designee. The Government occupant is not authorized to administer this lease and the General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or his/her designee.
24. It is agreed by all parties hereto that all terms and conditions of this lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the Lessor and the Government subsequent to execution of this lease are not applicable or binding. The agreement may be amended only by written instrument executed by the Lessor and the Government.

INITIALS: M.P.D. & PW
LESSOR GOVERNMENT

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

GS-05B-16805

SOCIAL SECURITY ADMINISTRATION

CLEVELAND (SE), OHIO

NAME: **PEPPI WILSON**
TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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MD & *PW*

1.0 SUMMARY

1.1. AMOUNT AND TYPE OF SPACE (JAN 1997)

- (a) The General Services Administration (GSA) is interested in leasing approximately 7,800 Rentable square feet of space. The Rentable space must yield a minimum of 6,800 BOMA Usable Square Feet (as defined elsewhere in this solicitation) to a maximum of 7,100 BOMA Usable Square Feet, available for use by Tenant for personnel, furnishings, and equipment.
- (b) Offers must be for space located in a quality building of sound and substantial construction as described in this solicitation for offers, and have a potential for efficient layout. For purposes of this solicitation, the definition of BOMA Usable Square Feet is in the paragraph entitled "BOMA Usable Square Feet" in the Miscellaneous section of this solicitation. Space must be contiguous. Space should be no more than twice as long as it is wide, should be on one level, and should have open areas where columns and other obstructions do not hinder the development of efficient space layouts, the use of modular furniture and office work flow.
- (c) To demonstrate potential for efficient layout, offerors may be requested to provide test fit layouts when the space offered contains certain features like:
- narrow column spacing
 - atriums, light wells or other areas interrupting contiguous spaces
 - extremely long, narrow runs of space
 - irregular space configurations, or
 - other unusual building features.

The Government will advise the offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The offeror will have the option of increasing the BOMA Usable square footage offered provided that it does not exceed the maximum BOMA Usable square footage in the solicitation. If the offeror is already providing the maximum BOMA Usable square footage and cannot house the Government's space requirements, then the Government will advise the offeror that the offer is unacceptable.

- (d) Unless otherwise noted, all references in this solicitation to square feet shall mean BOMA Usable Square Feet.
- (e) The approximate breakdown of the total square footage required is as follows:

Open Area	4,408
Reception Area	621
Multi-Purpose Room	360
ADP Room	200
Private Offices	255
Private Restrooms	350
Storage Room	330
Video Teleconference Room	240

1.2. PARKING/TRANSPORTATION

Adequate public transportation is required to the proposed location in those cities or towns that have a public transportation system.

Vehicle parking facilities, to accommodate 28 parking spaces, must be available with unrestricted parking for visitors and employees within two blocks of the office. Such parking must be usable during normal working hours. Parking space which is routinely occupied by mid-morning would not be acceptable for visitor use. In addition, a minimum of three reserved on-site parking spaces must be included, as part of the lease agreement, to accommodate in-and-out employee traffic.

Parking for the handicapped must be located within the same block of the building and must comply with the "Parking and Loading Zones" paragraph in the HANDICAPPED ACCESSIBILITY section of this Solicitation. The location of the parking for the handicapped must also be positioned as to not mandate the disabled from crossing any streets.

In addition, a minimum of 3 onsite parking spaces near the employee entrance must be included as part of the rental agreement to accommodate in-and-out employee traffic.

1.3. AREA OF CONSIDERATION

The space offered must be within the below delineated boundaries:

City: Cleveland Area, Ohio

North - Harvard Avenue
South - Highway 480
East - Northfield Road
West - Lee Street

1.4. LOCATION: INSIDE OR OUTSIDE CITY CENTER (JAN 1997)

(a) CITY CENTER NEIGHBORHOOD:

Space must be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks should be well maintained.

(1) PARKING AND TRANSPORTATION:

The parking to square foot ratio available on-site must at least meet current local code requirements or in the absence of a local code requirement, on-site parking must be available at a ratio of 1 space for every 275 rentable square feet of Government leased space.

(2) LOCATION AMENITIES:

A variety of inexpensive and moderately priced fast food and/or eat-in restaurants must be located within 1 mile and other employee services such as retail shops, cleaners, banks, etc., should be located within 1 mile.

(b) OUTSIDE OF CITY CENTER NEIGHBORHOOD:

Space must be located in an office, research, technology, or business park that is modern in design with a campus-like atmosphere, or on an attractively landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with surrounding development well-maintained and in consonance with a professional image.

(1) PARKING AND TRANSPORTATION:

The parking to square foot ratio available on-site must at least meet current local code requirements or in the absence of a local code requirement, on-site parking must be available at a ratio of 1 space for every 250 rentable square feet of Government leased space.

(2) LOCATION AMENITIES:

Adequate eating facilities are to be located within one mile and other employee services, such as retail shops, cleaners, banks, etc. should be located within one mile.

1.5. LEASE TERM

The lease term is for 20 years, 10 years firm. GSA may terminate this lease at any time after the firm term on 120 days written notice to the lessor. No renewal options are required.

1.6. OFFER DUE DATE

Offers are due at a specified time determined by the Contracting Officer and must remain open until the lease is awarded.

1.7. OCCUPANCY DATE

Occupancy is required within 180 calendar days from the date of award or from receipt of plans and samples, whichever is later. GSA shall deliver layout drawings and necessary finish selection to the successful Offeror within 100 calendar days from the date of the award.

1.8. HOW TO OFFER (JAN 1997)

(a) Offers are to be submitted to the Contracting Officer at:

General Services Administration
Client Service Team- 5PEC
230 South Dearborn
Room 3622
Chicago, Illinois 60604
ATTN: Peppi Wilson

(b) No later than the close of business on the offer due date the following documents, properly executed, must be submitted:

- (1) GSA Form 1364, Proposal to Lease Space (enclosed) or similar form.
- (2) GSA Form 1217, Lessor's Annual Cost Statement (enclosed).
- (3) Representations and Certifications (enclosed).
- (4) A site plan showing the building footprint as well as the parking, driveway and walkway configuration.

- (5) One-eighth inch (preferred) or larger scale first generation blue line plans of the space offered.
 - (i) Photostatic copies are not acceptable. All architectural features of the space must be accurately shown. If conversion or renovation of the building is planned, alterations to meet this solicitation must be indicated. If requested, more informative plans must be provided within 10 days.
 - (ii) Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors should meet local code requirements for issuance of occupancy permits.
 - (iii) GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the BOMA Usable space. The required corridors may or may not be defined by ceiling high partitions. Actual corridors in the approved layout for the successful offeror's space may differ from the corridors used in determining the BOMA Usable square footage for the lease award.
- (6) A list of unit costs for adjustments (see paragraph entitled "Alterations Costing \$100,000 or Less").
- (7) An hourly overtime rate for overtime use of heating and cooling (see paragraph entitled "Overtime Usage").
- (8) The estimated cost to prepare the space for occupancy by the Government.
- (9) The offeror's proposed amortization rate for tenant alterations.
- (c) The Offeror should also include as part of the offer, information which addresses any award factors which are listed in the solicitation paragraph entitled "Other Factors."
- (d) Any items requested in the cover letter which accompanies this solicitation are required as part of this solicitation.
- (e) See Solicitation Provisions for instructions. If additional information is needed, the Contracting Officer should be contacted.
- (f) There will be no public opening of offers and all offers will be confidential until the lease has been awarded; however, the Government may release proposals outside the Government to a Government support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. Offerors who desire to maximize protection of information in their offers may apply the restriction notice to their offers as prescribed in the provision entitled "52.215-12, Restriction on Disclosure and Use of Data."

1.9. PLANS WITH OFFER (JAN 1997)

All plans submitted for consideration must be Computer-Aided Design (CAD) files in the AutoCAD Release 12 (or later) .dwg format. Clean and purged files are to be submitted on 3½ inch high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (¼ inch Cartridge) tape. All submissions must be accompanied with a written matrix indicating the layering standard used to ensure all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space must be accurately shown.

1.10. NEGOTIATIONS (JAN 1997)

- (a) The Government reserves the right to award a lease pursuant to this solicitation based on initial offers. If no such award is made, negotiations will be conducted on behalf of the Government by the GSA Contracting Officer or other authorized representative. The GSA Contracting Officer is named on the cover of this solicitation. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- (b) The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the Contracting Officer or designee.
- (c) The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this solicitation and will include all offers that have a reasonable chance of being selected for award.
- (d) Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the negotiations. Negotiations will be closed with submission of "Best and Final" offers.

1.11. PRICE EVALUATION (PRESENT VALUE) (JAN 1997)

- (a) If annual CPI adjustments in operating expenses are included, Offerors are required to submit their offers with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.

- (b) Offerors are required to submit plans and any other information to demonstrate that the rentable space yields BOMA Usable space within the required BOMA Usable range. The Government will verify the amount of BOMA Usable square footage and convert the rentable prices offered to BOMA Usable prices, which will subsequently be used in the price evaluation.
- (c) If the offer includes annual adjustments in operating expenses, the base price per BOMA Usable square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- (d) Evaluation of offers will be on the basis of the annual price per BOMA Usable square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per BOMA Usable square foot to a composite annual BOMA Usable square foot price, as follows:
 - (1) Parking and wareyard areas will be excluded from the total square footage, but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 - (2) If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.
 - (3) If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 8 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 4 percent compounded annually and discounted annually at 8 percent, then added to the net PVC to yield the gross PVC.
 - (4) To the gross PVC will be added:
 - The cost of Government provided services and applicable service charges not included in the rental escalated at 4 percent compounded annually and discounted annually at 8 percent.
 - The annualized (over the full term) per BOMA Usable square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - (5) The sum of either (2) and (4) or (3) and (4), above, will be the per BOMA Usable square foot present value of the offer for price evaluation purposes.

1.12. HISTORIC PREFERENCE, GSAR 552.270-4 (JUN 1994) (VARIATION)

- (a) Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in the National Register of Historic Places, and to historically significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:
 - (1) The offer for space meets the terms and conditions of this solicitation as well as any other offer received. (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of the building, such as high ceiling, wooden floors, etc.) and
 - (2) The rental is no more than 10 percent higher, on a total annual square foot (BOMA Usable) cost to the Government, than the lowest otherwise acceptable offer.
- (b) If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

1.13. AWARD (JAN 1997)

- (a) After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- (b) The proposed lease shall consist of:
 - (1) Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
 - (2) required clauses,
 - (3) required certifications and representations,
 - (4) the pertinent provisions of the offer,
 - (5) the radon prevention exhibit, Exhibit 9
 - (6) the pertinent provisions of the SFO, and
 - (7) prevailing wage rates (applicable only when new construction is offered and where the Government will be the sole or predominant tenant).

- (c) The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the GSA Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.14. ACCESSIBILITY FOR NEW CONSTRUCTION (JAN 1997)

To be considered for award, buildings to be constructed must fully meet the new construction requirements of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). Where standards conflict, the more stringent shall apply.

1.15. SEISMIC SAFETY FOR NEW CONSTRUCTION (JAN 1997)

- (a) If an Offeror proposes to satisfy the requirements of this solicitation through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described below.
- (b) For those buildings or additions to buildings described in (a) above, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this solicitation) edition of the ICBO Uniform Building Code, the BOCA National Building Code, or the SBCCI Standard Building Code.
- (c) All design and engineering documents, including structural engineering calculations, must be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.16. LABOR STANDARDS (JAN 1997)

If an offeror proposes to satisfy the requirements of this Solicitation for Offers through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation clauses shall apply to work performed in preparation for occupancy and use of the building by the United States:

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-6 Davis-Bacon Act

52.222-7 Withholding of Funds

52.222-8 Payrolls and Basic Records

52.222-9 Apprentices and Trainees

52.222-10 Compliance with Copeland Act Requirements

52.222-11 Subcontracts (Labor Standards)

52.222-12 Contract Termination-Debarment

52.222-13 Compliance with Davis-Bacon and Related Act Regulations

52.222-14 Disputes Concerning Labor Standards

52.222-15 Certification of Eligibility

1.17. LOCATION IN THE BUILDING

Space must be ground floor or above.

2.0 AWARD FACTORS

2.1. ACCESSIBILITY AND SEISMIC SAFETY (JAN 1997)

- (a) All offers received in response to this solicitation will be evaluated to determine whether the offers fully meet one of the Model Building Seismic Design Provisions shown below and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). Where standards conflict, the more stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers which do not fully meet these requirements will not be considered.

(b) **FULL COMPLIANCE:**

- (1) "Fully meets" as used herein with respect to accessibility means the offer fully complies with the ADAAG and UFAS requirements for Parking (Automobile and Van) and Loading Zones, Accessible Route, Entrance and Egress/Ramps,

Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.

- (2) "Fully meets" with regard to seismic safety, means that the building design and construction are in compliance with the seismic requirements of one of the following Model Building Code Seismic Design Provisions as applicable in the geographical area. Compliance shall be established by a registered structural engineer's evaluation.

BUILDING TYPE	Model Building Code Seismic Design Provisions		
	BOCA	SBCCI	UBC
Wood Frame, Wood Shear Panels			1949
Steel Moment Resisting Frame	1987	1991	1976
Steel Braced Frame	1990	1991	1988
Steel Frame w/Concrete Shear Walls	1987	1991	1976
Reinforced Concrete Moment Resisting Frame	1987	1991	1976
Reinforced Concrete Shear Walls	1987	1991	1976
Tilt-up Concrete	1987	1991	1973
Reinforced Masonry	1987	1991	1976

*Local provisions for wood construction need to be compared to the 1949 UBC to determine benchmark year. For additional building types, see NISTIR 5382.

(c) **SUBSTANTIAL COMPLIANCE:**

- (1) In accordance with ADAAG and UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with respect to the accessibility requirements means the offer fully complies with the ADAAG and UFAS requirements for Automobile Parking and Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms and the space has at least one elevator where necessary for route.
- (2) "Substantially meets" with regard to seismic safety will be determined by the Government based upon the Offeror's evaluation by a registered structural engineer that specifically describes all exceptions to full compliance with the Model Building Code Seismic Design Provisions above. The offeror is to evaluate using NISTIR 5382 and identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the offer which best meets the Model Building Code Seismic Design Provisions and the other requirements of this solicitation.

(d) **LESS THAN SUBSTANTIAL COMPLIANCE:** In accordance with ADAAG and UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

- (1) At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
- (2) If parking is provided, then accessible spaces shall be included.
- (3) Accessible toilet rooms shall be provided as follows:
- (i) Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - (ii) Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - (iii) Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
 - (iv) In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, unisex toilet room(s) in the building shall be accessible.

- (e) If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

2.2. AWARD BASED ON PRICE (DEC1996)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this solicitation and is the lowest priced offer submitted (see the SFO paragraph entitled "Price Evaluation (Present Value)").

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Revised September 28, 2000
December 17, 2001

INITIALS:
LESSOR

MD & *PW*
GOVT

3.0 MISCELLANEOUS

3.1. UNIT COSTS FOR ADJUSTMENTS

Several paragraphs in this SFO specify means for determining quantities of materials. These are Government projections to assist the Offeror in cost estimating. Actual quantities may not be determined until after the lease is awarded and the space layout completed. To enable an equitable settlement if the Government layout departs from the projection, the Offeror must list a unit cost for each of these materials. GSA will use each unit cost to make a lump sum payment or rental increase if the amount of material required by the layout is more than specified or take credit from rental if the amount is less than specified. Offerors are required to state in the offer or in an attachment:

Floor Duplex electrical outlet

Wall Duplex electrical outlet

Dedicated Clean Duplex

Dedicated Clean Fourplex

Dedicated clean electrical computer receptacle

Floor Telephone

Wall Telephone

Floor mounted data outlet

Wall mounted data outlet

Power Feeds to modular furniture

GFI outlet

IG outlet

Wall Dedicated outlets

Floor Dedicated outlets

Partition ceiling high sanded and taped (per lf)

Partition ceiling high sanded, taped and Wallpapered (per lf)

Slab-to-slab partitions (per lf)

Doors (each)

Half Wall Partitions taped and sanded (per lf)

Half Wall, wallpapered Partitions (per lf)

The other unit costs listed on the attached from 1364.

3.2. ALTERATIONS \$100,000 OR LESS (JAN 1997)

- (a) The unit prices which the Offeror is required to list will be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and Government.
- (b) Where unit prices for alterations are not available, the Lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, a GSA Form 300, Order for Supplies or Services, or a tenant agency approved form. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- (c) Orders may be placed by the Contracting Officer, the GSA buildings manager or tenant agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- (d) Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order.

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INITIALS: MD & PW
LESSOR GOVT

3.3. ALTERNATE PROPOSALS

This solicitation may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:

- Itemized costs for lump sum payment not to be included in the rental rate, and
- A rental rate which includes the costs of these items.

The Offeror must provide costs for both methods of evaluation on the lease proposal form in order to be considered for award. GSA may elect the option it deems most favorable.

3.4. TAX ADJUSTMENT, GSAR 552.270-24 (AUG 1992)

- (a) Real estate taxes, as referred to in this clause, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon Lessor or assessed against the Building and/or the land upon which the building is located.
- (b) Base year taxes as referred to in this clause are the real estate taxes for the first twelve (12) month period coincident with full assessment, or may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- (c) The term "full assessment" as referred to in this clause means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- (d) The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in the Prompt Payment clause of this lease, GSAR 552.232-71) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within ten (10) calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within sixty (60) calendar days after the date the tax payment is due from the Lessor to the taxing authority. **Failure to submit the proper invoice and evidence of payment within such time frame shall be a waiver of the right to receive payment resulting from an increased tax adjustment under this clause.**
- (e) The Government shall make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes, or receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with paragraph (d).
 - (i) In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **The Government shall be responsible for payment of any tax increase over the base year taxes only if the proper invoice and evidence of payment is submitted by the Lessor within sixty (60) calendar days after the date the tax payment is due from the Lessor to the taxing authority.** The due date for making payment shall be the thirtieth (30th) calendar day after receipt of evidence of payment by the Contracting Officer or the thirtieth (30th) calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment have been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 - (ii) In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with paragraph (d) of this clause. The Government shall be entitled to and shall receive a credit for the prorata reduction in taxes applicable to the Premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with paragraph (f) of this clause and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the Lease (including but not limited to credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the Lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within fifteen (15) calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. **If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract disputes Act of 1978 (41 U.S.C. 611) that is**

in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and be compounded in thirty (30) day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

(b) (6)

occupied under this lease are

a tax appeal or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including but not limited to affirming the accuracy of the documents, executing documents required for any legal proceeding and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.5. PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.6. OPERATING COSTS GSAR 552.270-23 (JUN 1985)

- A. Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the cost of living index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month which begins each successive 12-month period. For example, a lease which commences in June of 1985 would use the index published for May of 1985 and that figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The cost of living index will be measured by the U.S. Department of Labor revised consumer price index for wage earners and clerical workers, U.S. city average, all items figure, (1982-84 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the cost of living index for the month prior to the lease commencement date.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the cost of living index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reduction will be determined in the same manner as increases in rent provided under this clause.
- E. The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on block 19 of GSA Form 1364, Proposal to Lease Space, contained elsewhere in this Solicitation.

3.7. OPERATING COSTS BASE (JAN 1997)

The base for the operating costs adjustment will be established during negotiations based upon BOMA Usable Square Feet.

3.8. RENTABLE SPACE (JUN 1994)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

3.9. BOMA USABLE SQUARE FEET (JAN 1997)

- (a) For the purposes of this solicitation, the Government recognizes the BOMA (Building Owners and Managers Association) International standard (ANSI/BOMA Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (b) BOMA Usable Square Feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (see Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviation from the corridor are present, BOMA Usable Square Feet shall be computed as if the deviation were not present.
- (c) To keep all offers equal, the definition of BOMA usable is the same in a single tenant building as in a multi-tenant building. In a single tenant building the common areas are the visitors restrooms, the vestibule and the mechanical room(s). The common area measurement should not be included in the Usable Measurement. If you have any questions regarding this matter, bring it to the attention of the contracting officer.

3.10. COMMON AREA FACTOR (JAN 1997)

If applicable, Offerors shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the BOMA Usable Square Feet to determine the rentable square feet for the offered space).

3.11. APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.12. LIQUIDATED DAMAGES, GSAR 552.270-22 (AUG 1992)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this clause, the sum of \$1,000.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

3.13. ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-25 (JUN 1994) (VARIATION)

- (a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- (b) The rate will be reduced by that portion of the costs per BOMA Usable square foot of operating expenses not required to maintain the space. Said reduction must occur after the Government gives 30 calendar days prior notice to the Lessor, and must continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.14. RELOCATION ASSISTANCE ACT

If an improved site is offered and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs for displaced persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24.

3.15. EVIDENCE OF CAPABILITY TO PERFORM

- (a) AT THE TIME OF SUBMISSION OF OFFERS, OFFERORS SHALL SUBMIT TO THE CONTRACTING OFFICER:
 - (1) Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments must be signed by an authorized bank officer and at a minimum must state: amount of loan; term in years; annual percentage rate; length of loan commitment.
 - (2) The name of the proposed construction contractor, as well as evidence of his experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
 - (3) The license or certification of the individual(s) and/or firm(s), providing architectural and engineering design services, to practice in the state where the facility is located.
 - (4) Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
 - (5) Evidence of ownership or control of site.
- (b) AFTER AWARD:

Within 30 days after award, the successful Offeror/Lessor shall provide to the Contracting Officer evidence of:

 - (1) A firm commitment of funds in an amount sufficient to perform the work.

- (2) Award of a construction contract with a firm completion date.
- (3) Issuance of a building permit covering construction of the improvements.

3.16. CONSTRUCTION SCHEDULE

- (a) Within 15 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date (see paragraph entitled "Occupancy Date"). The finalized schedule is to be submitted no later than 30 days after award.
- (b) The schedule is to include timing for completion of design and construction milestones, including but not limited to, (1) submittal of preliminary plans and specifications, (2) submittal of other working drawings, (3) issuance of a building permit, (4) completed construction documents, (5) start of construction, (6) completion of principal categories of work, (7) phased completion, and availability for occupancy of each portion of the Government space (by floor, block, or other appropriate category), and (8) final construction completion.

3.17. PROGRESS REPORTS

After start of construction, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 30 days. The report shall include information as to percentage of the work completed by phase and trade, a statement as to expected completion and occupancy date, changes introduced into the work, and general remarks on such items as material shortages, strikes, weather, etc.

3.18. CONSTRUCTION INSPECTIONS

- (a) Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the solicitation requirements and the final working drawings.
- (b) Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

3.19. MISCELLANEOUS LABOR CLAUSES (AUG 1994)

1. 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 1995)
 - (a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
 - (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
 - (d) *Payrolls and basic records.*
 - (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be

maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

- (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
 - (e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.
2. 52.222-6 DAVIS-BACON ACT (FEB 1995)
 - (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
 - (b)
 - (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

4. 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b)
 - (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—
 - (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
 - (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the

Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

- (a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

6. 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

7. 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination—Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

- (b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
8. 52.222-12 CONTRACT TERMINATION—DEBARMENT (FEB 1988)
A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.
9. 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.
10. 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
11. 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

3.20. SIGNAGE

The Lessor shall provide, install and maintain signage acceptable to the Contracting Officer, on the exterior of the building. The sign shall read "Social Security Administration." The elevation drawings shall show the signage type and location. The Lease rate shall include the cost for the signage, installation and connection to electrical, if applicable. Necessary permits will be obtained by the Lessor. Directories and lobby signs will be provided by the Lessor in multi-tenant buildings, which will clearly identify the location of the SSA office. The Lessor will return to the Government all exterior and interior signs which the Government procured through and/or provided to the Lessor.

3.21. CHANGE OF INTEREST IN PROPERTY

- (a) If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the Successor in interest and change the Payee for rent or other payments:
1. Evidence of the transfer of title (the best evidence is a certified copy of the deed).
 2. A letter from the Successor-Lessor (Transferee) "assuming, approving and adopting the Lease and agreeing to be bound by its terms".
 3. A letter from the prior Lessor (Transferor) waiving all rights under the Lease as against the United States of America, except unpaid rent though a specified date, usually the date of the ownership transfer.
 4. The IRS Tax Identification Number for the new owner.
- (b) Where leased premises are transferred by death of Lessor, a copy of the letters of administration where there is now will, showing the new Lessors(s) is required. Unless an interim court order received, rents will be accrued and paid to the new owners(s) upon final settlement of the estate

4.0 GENERAL ARCHITECTURAL

4.1. QUALITY AND APPEARANCE OF BUILDING EXTERIOR

The space offered should be located in a new or modern office building with facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new or modern office building, the space offered should be in a building that has undergone, or will completely undergo by occupancy, a first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer must be submitted as part of the offer. The building should be compatible with its surroundings. Overall the building should project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The employee entrance must be covered by an acceptable canopy, as determined by the Contracting Officer. The building should have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim and window casing are to be clean and in good condition.

4.2. WORK PERFORMANCE

All work in performance of this lease must be done by skilled workers or mechanics and be acceptable to the Contracting Officer.

4.3. BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish, at no cost to the Government, a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.4. SPACE EFFICIENCY

The design of the space offered must be conducive to efficient layout and good utilization.

4.5. FLOOR PLANS AFTER OCCUPANCY

Within 30 days after occupancy, 1/8-inch as-built mylar reproducible full floor plans showing the space under lease as well as corridors, stairways, and core areas must be provided to the Contracting Officer.

4.6. CAD AS-BUILT FLOOR PLANS (JAN 1997)

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, must be provided to the Contracting Officer along with the mylar drawings required above. The plans must be in AutoCAD Release 12 (or later) .dwg format. Clean and purged files are to be submitted on 3½ inch high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (¼ inch Cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator will demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

4.7. FLOORS AND FLOOR LOAD (JAN 1997)

All adjoining floor areas must be of a common level, non-slip, and acceptable to the Contracting Officer. Underfloor surfaces must be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per BOMA Usable square foot plus 20 pounds per BOMA Usable square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per BOMA Usable square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.8. EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at both public and employee entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. The doors in the vestibule at the public entrance must be heavy duty tempered glass that meets all local codes and NFPA requirements. Vestibules and door arrangements must meet ADA and NFPA requirements. Walk-off mats shall be provided at all exits that open to the exterior. Mats shall be spot cleaned and/or shampooed as required during the term of the lease.

4.9. WINDOWS (SEP 1991)

Office space must have windows in each exterior bay.

All windows shall be weathertight. Opening windows must be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device. Ground floor windows must be narrow or structured in some other manner so as to prevent physical intrusion. Proposed window location and design must be specifically approved by the Contracting Officer.

4.10. ACCESSIBILITY (JAN 1997)

The building and the leased space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

4.11. LANDSCAPING (JUL 2000)

- (a) Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- (b) Landscape management practices shall prevent pollution by

- (i) Employing practices which avoid or minimize the need for fertilizers and pesticides,
 - (ii) Prohibiting the use of 2,4-D and organophosphates, and
 - (iii) Composting/recycling all yard waste.
- (c) Lessor shall use landscaping products with recycled content as required by EPA's Comprehensive Procurement Guidelines for landscaping products (www.epa.gov/cpg).
- (c) The Contracting Officer shall approve the landscaping to be provided.

CONSTRUCTION WASTE MANAGEMENT (JUL 2000)

- (a) Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- (b) The Offeror shall submit to the Government their proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- (c) The Lessor will recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - (1) Ceiling grid and tile,
 - (2) Light fixtures, including proper disposal of any transformers, ballasts and fluorescent light bulbs,
 - (3) Duct work and HVAC equipment,
 - (4) Wiring and electrical equipment,
 - (5) Aluminum and/or steel doors and frames,
 - (6) Hardware,
 - (7) Drywall,
 - (8) Steel studs,
 - (9) Carpet, carpet backing, and carpet padding,
 - (10) Wood,
 - (11) Insulation,
 - (12) Cardboard packaging,
 - (13) Pallets,
 - (14) Windows and glazing materials,
 - (15) All miscellaneous metals (as in steel support frames for filing equipment), and
 - (16) All other finish and construction materials.
- (d) If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, PCBs (such as fluorescent lamp ballasts), or other harmful substances, they are to be handled and removed in accordance with State and Federal laws and requirements concerning hazardous waste.
- (e) In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor will provide continuous facilities for the recycling of incidental construction waste during initial construction.
- (f) Construction materials recycling records shall be maintained and accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (JUL 2000)

- (a) Items and material existing in the offered space or to be removed from the offered space during the demolition phase are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse must be in refurbishable condition, and must meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor is to ensure that the quality of the item(s) in question will meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- (b) Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

INDOOR AIR QUALITY DURING CONSTRUCTION (JUL 2000)

- (a) The Lessor shall provide to the Government Materials Safety Data Sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces and janitorial cleaning products.
- (b) The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- (c) All MSDSs must comply with OSHA requirements. The Lessor and its agents must comply with all recommended measures in the MSDSs to protect the health and safety of personnel.
- (d) To the greatest extent possible, Lessor shall sequence the installation of finish materials so that materials that will be high emitters of VOCs are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- (e) Where demolition or construction work occurs adjacent to occupied space, Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- (f) A final flush-out period of 48 to 72 hours should be provided before occupancy. Lessor shall ventilate with 100 percent outside air at the recommended air change rate (ASHRAE Standard 62) during installation of materials and finishes. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

5.0 ARCHITECTURAL FINISHES

RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUL 2000)

- (a) The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor must use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency in the Comprehensive Procurement Guideline (CPG), 40 CFR Part 247, and its accompanying Recovered Material Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at www.epa.gov/cpg/products.htm.
- (b) The Offeror, if unable to comply with the CPG and RMAN list, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
 - (1) The cost of the recommended product is unreasonable.
 - (2) Inadequate competition exists.
 - (3) Items are not available within a reasonable period of time.
 - (4) Items do not meet the solicitation's performance standards.

ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (JUL 2000)

- (a) The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- (b) Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following -
 - (1) Contain recycled material, are biobased, or have other positive environmental attributes;
 - (2) Minimize the consumption of resources, energy, or water;
 - (3) Prevent the creation of solid waste, air pollution, or water pollution;
- (4) Promote the use of non-toxic substances and avoid toxic materials or processes.

5.1. BUILDING FINISHES

Building finishes shall be for first class, modern space.

5.2. FINISHES

All required finish selection samples must be provided within 15 days of the request for such by the Contracting Officer.

5.3. CEILINGS (JUL 2000)

- (a) Ceilings must be at least 9 feet and no more than 12 feet measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.
- (b) Ceilings must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space.
- (c) Ceilings must be a flat plane in each room and suspended with ample light fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer:
 - (1) Restrooms: plaster or pointed and taped gypsum board.
 - (2) Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or equivalent quality to be approved by the Contracting Officer. Tiles or panels must contain recycled content.
 - (3) Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.

5.4. DOORS: EXTERIOR (DEC 1992)

Exterior doors must be heavy duty, full flush, hollow steel construction, solid core wood, or insulated tempered glass. Wood doors shall be at least 1 3/4 inches thick. Exterior doors shall be weather-tight and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

5.5. DOORS: INTERIOR (SEP 1991)

Doors must have a minimum opening of 36" by 80". Hollow core wood doors are not acceptable. They must be flush, solid core natural wood, veneer faced or equivalent finish as approved by the Contracting Officer. They shall be operable by a single effort and must be in accordance with national building code requirements. 16 interior doors will be required. The number of interior doors does not include restroom or wardrobe doors (if provided).

5.6. DOORS: HARDWARE (MAR 1999)

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closers. All door entrances from public corridors, exterior doors and other doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. The door entrance to the private office designated by the government as the manager's office, shall also be equipped with 5-pin, tumbler cylinder lock and strike plate. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

5.7. DOORS AND LOCKS

All entrance doors will have dead-bolt locks with minimum 1-inch throws. The interior of the door will be equipped with a thumb latch and a sign on the door must state, "This door must remain unlocked while the office is occupied."

In space located on the ground floor level, all rear and side doors will be constructed with solid wood cores or be metal sheathed, equipped with panic hardware with key override. A separate employee entrance providing ingress/egress without going through the reception area is required. The employee entrance door (and delivery door, if provided) will also be equipped with a push-button combination-type lock for ingress. A doorbell and peephole located approximately 54 inches from the floor is required for the employee entrance. A doorbell and peephole located approximately 54 inches from the floor is required at all delivery doors (if provided in space occupied by the Government).

In space located above ground level, all doors leading into SSA space will be constructed of solid wood cores or be metal sheathed and will have panic hardware.

All outside doors, including the door into the Automated Data Processing (ADP) room should have inaccessible hinge pins or have non-rising fixed-hinge pins.

5.8. DOORS: AUTOMATIC OPENERS (JUNE 1999)

Furnish, install, power and maintain an approved, automatic, electro-mechanical door entrance system at the public entrance, to be approved by the Contracting Officer. The door system should consist of two sets of sliding doors with an airlock between the two sets of doors. The air lock must be heated and cooled.

5.9. DOORS: IDENTIFICATION

Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the Contracting Officer.

5.10. PARTITIONS: GENERAL

Partitions and dividers must be provided as outlined below. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.11. PARTITIONS: PERMANENT (SEP 1991)

Permanent partitions (from the floor to the roof deck) must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, the managers' offices and the Government-occupied premises from other tenants on the floor.

5.12. PARTITIONS: SUBDIVIDING (OCT 1999)

- (a) Office subdividing partitions shall comply with local requirements. Partitioning must be designed to provide a Sound Transmission Class (STC) of 40. Partitioning shall be installed by the Lessor at locations to be determined by the Government. The partitioning shall extend from the finished floor to the finished ceiling. Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Partitioning shall be provided at a ratio of 1 linear foot for each 15 BOMA Usable Square Feet of space provided. The barrier wall partitioning will not be included in the above estimate for linear feet of partitioning. The barrier wall requirement is in addition to the linear feet of partitioning required in this paragraph. Partitioning over interior office doors is included in the measurement. Permanent partitioning and partitioning which surrounds exterior walls will not be included in unit cost adjustments but should be included as part of the annual rental rate.
- (b) Partitions may be prefinished or taped and painted. HVAC must be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- (c) Vinyl wall covering will be used on all interior walls (partitions) (including any support pillars, columns or barrier walls).
- (d) Lessor will provide half walls (partitions for walls surrounding the raised platform detailed in the RECEPTION AREA paragraph of the SPECIFIC ROOM REQUIREMENTS section of this solicitation) at the rate of one linear foot for each 100 square feet of space, up to a maximum of 100 linear feet. These walls will be 48 inches high from the floor of the raised platform. These low-height partitions must consist of 5/8" Gypsum board on each side of 2-1/2" metal studs with 1-1/2" paint grade wood cap with eased edges and a 1/2" wood reveal between wood cap and partition with scheduled base. See Attachment 5.
- (e) Partitioning over interior office doors is included in the measurement. Permanent partitioning and partitioning which surrounds exterior walls will not be included in unit cost adjustments but should be included as part of the annual rental rate.
- (f) All wall covering must be in accordance with the following specification in the "wall Covering: Physical Requirements" paragraph in the LAYOUT AND FINISHES section of this Solicitation.

5.13. WALL COVERINGS (SEP 1991)

(a) PHYSICAL REQUIREMENTS:

- (1) Prior to occupancy, partitioned offices and open office areas shall be covered with vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The quality of finish shall be approved by the Contracting Officer.
- (2) Selected offices and conference rooms as specified below are to be covered with wood paneling or textile covering to be approved by the Contracting Officer.
- (3) Prior to occupancy all restrooms offered to comply with the restroom fixture schedule of this solicitation must have ceramic tile in splash areas and vinyl wall covering not less than 13 ounces per square yard as specified in FS CCC-W-408C on remaining wall areas or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer.
- (4) Prior to occupancy all elevator areas which access the Government's leased space, hallways within or accessing the Government's leased space and eating/galley areas within the Government's leased space are to be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C, or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer.

(b) REPLACEMENT:

All wall covering is to be maintained in "like new" condition for the life of the lease. Wall covering must be replaced or repaired at the Lessor's expense, including moving and replacing furnishings, (except where wall covering has been damaged due to the negligence of the Government), anytime during the occupancy by the Government if it is torn, peeling or permanently stained; the ceramic tile in the restrooms must be replaced or repaired if it is loose, chipped, broken or permanently discolored. All repair and replacement work is to be done after working hours. The lessor shall replace the wall covering in the reception area every 5 years at the lessor's expense.

SAMPLES:

The Lessor is to provide at least 6 samples of each type of wall covering to be installed for selection by the Contracting Officer.

PAINTING:

- 1) Prior to occupancy all surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All painted surfaces, including any partitioning installed by the Government or the Lessor after Government occupancy, must be repainted after working hours at Lessor expense at least every 5 years. This includes moving and return of (standard and systems) furniture. Public areas must be painted at least every 3 years.
- (2) Where feasible, reprocessed or consolidated latex paint with low VOC should be used in accordance with EPA's Comprehensive Procurement Guideline. The type of paint shall be acceptable to the Contracting Officer. Lessor shall follow manufacturer's recommendations for the application and maintenance of all paint products.

5.14. FLOOR COVERING AND PERIMETERS (DEC 1991)

Floor covering shall be either resilient flooring or carpet tiles, except as otherwise specified in this solicitation. Floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. Exceptions must be approved by the Contracting Officer.

OFFICE AREAS:

Prior to occupancy, carpet or carpet tiles must cover all office areas partitioned or unpartitioned, including interior hallways and conference rooms. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet must be shampooed before occupancy and must meet the static buildup requirement for new carpet.

SPECIALTY AREAS:

Resilient flooring is to be used in reproduction rooms, storage, file and other specialty rooms. The Offeror shall provide the Government with a minimum of 6 different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

TOILET AND SERVICE AREAS:

Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Contracting Officer.

CARPET - SAMPLES:

When carpet must be newly installed or changed, the Offeror shall provide the Government with a minimum of 6 different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

CARPET - INSTALLATION:

Carpet must be installed in accordance with manufacturing instructions to lay smoothly and evenly.

CARPET - REPLACEMENT:

Carpet shall be replaced at least every 10 years during Government occupancy or any time during the lease when:

- Backing or underlayment is exposed.
- There are noticeable variations in surface color or texture.

Replacement includes moving and return of furniture.

The public area is approximately 20 percent of the space. If the reception/waiting area is carpeted, the Lessor shall replace the carpet in that area every 5 years. Replacement includes both moving and return of furniture.

RESILIENT FLOORING - REPLACEMENT:

The flooring shall be replaced by the Lessor at no cost to the Government prior to or during Government occupancy when it has: Curls, upturned edges, or other noticeable variations in texture.

5.15. CARPET TILE (APRIL 2000)

All space occupied by the Government shall be provided with carpet tile meeting the following specifications. (Resilient flooring shall be provided in areas identified elsewhere in this Solicitation.)

Any carpet to be newly installed must meet the following specifications:

- (1) Pile Yam Content: staple filament or continuous filament branded by a fiber producer (e.g., Allied, Dupont, Monsanto, BASF), soil hiding nylon or polyethylene terephthalate (PET) resin.
- (2) Environmental requirements: Lessors shall use carpet that meets the "Green Label" requirements of the Carpet Research Institute unless an exception is granted by the Contracting Officer.

- (3) Carpet pile construction: tufted level loop, level cut pile, or level cut/uncut pile.
- (4) Pile weight: 28 ounces per square yard is the minimum for level loop and cut pile. 32 ounces per square yard is the minimum for plush and twist.
- (5) Secondary back: PVC, EVA (ethylene vinyl acetate), polyurethane, polyethylene, bitumen or olefinic hardback reinforced with fiberglass.
- (6) Total weight: minimum of 130 ounces per square yard.
- (7) Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.
- (8) Pile height: minimum of 1/8 inch.
- (9) Static buildup: maximum of 3.5 KV, when tested in accordance with AATCC-134.
- (10) Carpet construction: minimum of 64 tufts per square inch.

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5.16. SLAB PREPARATION FOR CARPET AND VINYL TILE (APRIL 2000)

Floor preparation prior to installation of the carpet must meet the criteria as identified by the Carpet and Rug Institute publication No. CRI 104 (phone: 800-882-8846). Prior to installing carpet and vinyl tiles, the Lessor must provide written certification that alkalinity and moisture tests have been conducted, and that alkalinity and moisture levels are within the criteria established in CRI 104. Included in the certification the Lessor must provide the moisture and alkalinity test data. No tiles are to be laid until the required levels are reached, or approval is given by the contracting office for another method to be used to make the slab acceptable for the installation of tiles. All costs incurred and any delays in accepting the space by the Government due to the slab not meeting the requirements are the Lessor's responsibility. The Lessor is strongly encouraged, as soon as possible after award, to obtain a copy of the Carpet and Rug Institute publication and to take the necessary steps to prepare the slab to meet the requirements. For new construction, plans to meet the requirements should be in place before the slab is poured.

5.17. RESILIENT FLOORING (JUN 1999)

Resilient flooring shall be installed in the following rooms: public vestibule, bathrooms, reception area, storage area, ADP room and the area around the sink in the multipurpose room. Flooring shall be of commercial quality.

5.18. ACOUSTICAL REQUIREMENTS (JAN 1997)

REVERBERATION CONTROL:

Ceilings in carpeted space shall have a Noise Reduction Coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.

AMBIENT NOISE CONTROL:

Ambient noise from mechanical equipment shall not exceed Noise Criteria curve (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

NOISE ISOLATION:

Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following Noise Isolation Class (NIC) Standards when tested in accordance with ASTM E-336:

conference rooms:	NIC-40
offices:	NIC-35

TESTING:

The Contracting Officer may require at no cost to the Government test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

The requirements of this Acoustical Requirements paragraph shall take precedence over any additional specifications in this solicitation if there is a conflict.

5.19. WINDOW COVERINGS (SEP 1991)

WINDOW BLINDS:

All exterior windows shall be equipped with window blinds. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1 inch width or less. The use of any other material must be approved by the Contracting Officer. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

5.20. CLOSETS

A closet or closets should be located near the employee entrance sufficiently large enough to hold all employee's coats. The closet(s) must contain rods, a shelf above the rod(s) and have bi-fold doors.

WOOD PRODUCTS (JUL 2000)

- (a) For all new installations of wood products, the lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, see web sites for the Forest Stewardship Council or the Certified Forest Products Council at www.fscus.org/ and www.certifiedwood.org/.
- (b) New installations of wood products used under this contract should not contain wood from endangered wood species, as listed by the Convention on International Trade and Endangered Species (CITES). The list of species can be found at www.certifiedwood.org/Resources/CITES/CITESContent.html.

- (c) Particle board, strawboard and plywood materials shall comply with HUD Standards for VOC emissions (particleboard: 0.2 ppm of formaldehyde, plywood: 0.3 ppm of formaldehyde).

ADHESIVES AND SEALANTS (JUL 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wallcoverings, wood adhesive, or sealants) shall be those with the lowest possible Volatile Organic Compound (VOC) content below 20 g/L. and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

INSULATION - THERMAL, ACOUSTIC, AND HVAC (JUL 2000)

- (a) All insulation products shall contain recovered materials as required by EPA's Comprehensive Procurement Guideline and related recycled content recommendations.
- (b) No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- (c) All insulation containing fibrous materials exposed to air flow must be rated for that exposure or encapsulated.
- (d) Insulating properties for all materials must meet or exceed applicable industry standards. Polystyrene products shall meet ASTM C578-91.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1. MECHANICAL, ELECTRICAL, PLUMBING: GENERAL

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2. ENERGY COST SAVINGS (JAN 1997) (JUL 2000) [Modified]

- (a) All offerors are encouraged to use Energy Savings Performance Contracts (ESPC) or utility agreements to achieve, maintain and/or exceed the ENERGY STAR Benchmark Score of 75, and are encouraged to include shared savings in their offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at www.epa.gov/energystar.
- (b) All new construction shall achieve an ENERGY STAR Building Label within one year after reaching 95 percent occupancy and continue to maintain the level of performance.
- (c) Offerors may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPCs, as well as additional information on cost effective energy efficiency, renewables, and water conservation is available at www.eren.doe.gov/femp or by calling the FEMP Help Desk at 1-800-566-2877 for the ESPC qualified list.

6.3. DRINKING FOUNTAINS

The Lessor shall provide drinking fountains adjacent to the public and employee toilet rooms.

DRINKING FOUNTAINS (JUL 2000)

- (a) The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet of travel distance but not less than a minimum of two drinking fountains.
- (b) Solder and flux in joining potable water supply piping shall not contain more than 0.2 percent lead and domestic water pipe or pipe fittings shall not contain more than 8 percent lead. In addition, the Lessor is to meet standards set forth in EPA's "Lead in Drinking Water Standards for Schools, and Non-Residential Buildings," EPA Publication 812-B-94-002, April 1994.

6.4. TOILET ROOMS (JAN 1997)

- (a) Separate "employee" toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- (b) Each main toilet room shall contain the following equipment:
- (1) A mirror above the lavatory.
 - (2) A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing.
 - (3) A coat hook on inside face of door to each water closet stall and on several wall locations by lavatories.
 - (4) At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.
 - (5) A coin operated sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.
 - (6) Ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet 6 inches.
 - (7) A disposable toilet seat cover dispenser.
 - (8) A counter area of at least 2 feet in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.
- (c) Separate restrooms must be provided for visitor use. See the Toilet Fixture Requirements for the Social Security Administration in section 6.5(b) for the number and type of fixtures needed in each. The restroom for visitors must be directly accessible from the reception area without allowing access to the employees' work area.
- (d) Both the visitor and employee restrooms must be made fully accessible to the handicapped.
- (e) If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's Comprehensive Procurement Guidelines.

6.5. TOILET ROOMS: FIXTURE SCHEDULE (OCT 1996)

- (a) The toilet fixture schedules specified below shall be applied to each full floor based on one person for each 135 BOMA Usable Square Feet of office space in a ratio of 25 percent men and 75 percent women:
- (b) Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	
<hr/>				
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.				
** Add one lavatory for each 45 additional employees over 125.				
*** Add one water closet for each 40 additional employees over 150.				

- (c) For new installations:

- (1) Water closets shall not use more than 1.6 gallons per flush.
 - (2) Urinals shall not use more than 1.0 gallons per flush.
 - (3) Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 psi.
- (d) The following chart shows the number and type of fixtures needed for each of the required restrooms.

TOILET FIXTURE REQUIREMENTS FOR THE SOCIAL SECURITY ADMINISTRATION

	Men			Women	
	Water Closets	Urinals	Lavatories	Water Closets	Lavatories
Employee	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>
Visitors	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>

- F. If a toilet room is located on an outside wall (i.e., the other side of the wall is outdoors), it must be served by a heating/cooling vent.

6.6. JANITOR CLOSETS

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Janitor closets shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch.

6.7. HVAC (JUL 1994)

Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

6.8. HEATING AND AIR CONDITIONING (JAN 1997)

- (a) Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- (b) During non-working hours, heating temperatures shall be set no higher than 55°F and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- (c) Simultaneous heating and cooling are not permitted.
- (d) Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- (e) **ZONE CONTROL:**
Individual thermostat control shall be provided for office space with control areas not to exceed 2000 BOMA Usable Square Feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.
- (f) **EQUIPMENT PERFORMANCE:**
Temperature control for office spaces shall be assured by concealed central heating and air-conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 Watt/sq.ft. to minus 1.5 Watts/sq.ft. from initial design requirements of the tenant.
- (g) **HVAC Use During Construction.** The permanent HVAC System may be used to move both supply and return air during the construction process only if the following conditions are met:
 - (1) A complete air filtration system with 60 percent efficiency filters is installed and properly maintained,
 - (2) No permanent diffusers are used,
 - (3) No plenum-type return air system is employed,
 - (4) The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants,
 - (5) Following the building "flush-out", all duct systems are vacuumed with portable HEPA vacuums and documented clean in accordance with the National Air Duct Cleaners Association Specifications.

- (h) Ductwork Re-use and Cleansing. Any ductwork to be reused and/or to remain in place shall be cleaned and tested and demonstrated to be clean in accordance with the standards set forth by the National Air Duct Cleaners Association. Cleaning is to occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- (i) Insulation. All insulation must contain recovered materials as required by EPA's Comprehensive Procurement Guidelines and related recycled content recommendations.
- (j) The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and make a reasonable attempt to schedule major construction outside of office hours.

6.9. VENTILATION (OCT 1996)

- (a) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.
- (b) Conference rooms of 200 BOMA Usable Square Feet or greater shall be provided with a dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.
- (c) Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ASHRAE Standard 52. Pre-filters shall be 30 percent to 35 percent efficient. Final filters should be 80 percent to 85 percent efficient for particles at 3 microns.
- (d) The Lessor shall conduct HVAC system balancing after all HVAC system alterations; and make a reasonable attempt to schedule major construction outside of office hours.
- (e) Where the Lessor proposes that the Government should pay utilities:
 - (1) An automatic air or water economizer cycle must be provided to all air handling equipment.
 - (2) The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract.

6.10. VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.11. ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

7.0 TELEPHONE

7.1. TELEPHONE EQUIPMENT

The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls, ceilings or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable. Two (2) dedicated duplex outlets are required at the telephone board.

The Government reserves the right to provide its own telecommunication (voice and data) service in the space to be leased. The Government may contract with another party to have inside working and telephone equipment installed or use wiring provided by the Lessor, if available. In any case, space for telecommunication equipment shall be provided by the Lessor. Telecommunication switchrooms, wire closets and related spaces shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½". The lessor shall provide the data cabling specified in Section 8.

A sheet of plywood, 4' x 8' x 3/4" will be mounted on one wall of the area.

The plywood must have a smooth surface (class C or better) and should be treated with at least two coats of flame retardant paint or sealant.. The longest side of the plywood sheet will be installed horizontally with the lowest edge 36" above the floor.

- (a) Telephone floor or wall outlets shall be provided on the basis of 1 per 200 BOMA Usable Square Feet. The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls, ceilings, or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable. Conduit and/or raceways will also be needed for additional telephone cabling to power poles for telephone locations within modular furniture units.
- (b) The Government reserves the right to provide its own telecommunication (voice) service in the space to be leased. The Government may contract with another party to have inside wiring and telephone equipment installed. Telecommunication switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch.

7.2. TELEPHONE CONDUIT

The Lessor must furnish and install conduit enclosing cable to telephone outlets, which must be at least one inch in diameter. If required by local ordinance, conduit must be used to enclose signal lines which connect equipment in the ADP room to other terminals located in the space. The Lessor is not responsible for installation of the telephone cabling within this conduit network. The telephone cabling and instruments will be provided by the Government.

7.3. DATA DISTRIBUTION (JAN 1997)

Floor or wall data outlets shall be provided on the basis of 1 per 200 BOMA Usable Square Feet. Additional lessor provided data cables will be needed through the systems furniture workstations. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations will be safely concealed in floor ducts, walls, columns, or below access flooring. Wall-mounted outlets shall be provided with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall be ladder-type, and shall form a loop around the perimeter of the Government-occupied space such that the horizontal distance between individual drops does not exceed 30 feet.

7.4. ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JAN 1997)

- (a) The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. The Lessor shall provide separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. Cluster groups at floor or wall locations shall be provided on the basis of 1 per 300 BOMA Usable Square Feet. A set consisting of 1 data junction box, 1 telephone junction box, and 1 electrical junction box shall comprise a cluster group. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways will be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. Each electrical junction, whether basefeed or overhead, shall contain an 8-wire feed consisting of 3 general-purpose 120-volt circuits with 1 neutral and 1 ground wire, and a 120-volt isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-amp. circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles. The isolated-ground "computer" circuits shall be installed in accordance with the September 21, 1983 edition of Federal Information Processing Standards pub. 94.
- (b) Cable shall be provided, installed, and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings designed to facilitate the installation of cable. The Lessor shall provide a means of distributing the cable via a system of ladder-type cable trays which shall form a loop around the perimeter of the Government-occupied space. Said ladder trays shall provide access to both telecommunications data closets and telephone closets, and shall be located such that they are within a 30-foot horizontal distance of any single drop.

8.0. ELECTRICAL

8.1. ELECTRICAL: GENERAL

The Lessor shall be responsible for meeting the applicable requirements of the National Electric Code, the National Electric Safety Code; Standards of the National Electric Manufacturers' Association, Insulated Power Cable Engineers' Association, the American Institute of Electrical Engineers and local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½". Distribution panel must be circuit breaker type with 10 percent spare power load and circuits.

Convenience outlets shall be installed on the basis of a maximum of eight (8) outlets per 20-Amp circuit.

8.2. LIGHTING: (JUL 2000)

Lessor shall provide deep-cell parabolic louver 2' x 4' or 2' x 2' (or building standard that meets or exceeds this standard) fluorescent fixtures with energy efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas.

8.3. LIGHTING: INTERIOR AND PARKING (JUL 2000)

Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.

- (a) Exterior parking areas, vehicle driveways, pedestrian walkways and building perimeter shall have a minimum of 1 foot-candle of illumination and be designed based on Illumination Engineering Society standards. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have a minimum of 10 foot-candles and be designed based on Illumination Engineering Society standards.
- (b) The Lessor shall provide occupancy sensors and/or scheduling controls through building automation system to reduce the hours the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
- (c) Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government demised area, and all other programmed spaces or rooms within the lease space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 BOMA Usable Square Feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with the Americans With Disabilities Act Accessibility Guidelines and the Uniform Federal Accessibility Standards. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror must notify the Government during the negotiation process.

8.4. LIGHTING: INTERIOR AND PARKING (JUL 2000)

Modern, diffused fluorescent fixtures using no more than 2.0 watts per ANSI/BOMA Usable square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 30 foot-candles in portions of work areas other than work surfaces and 1-10 foot-candles or minimum levels sufficient to ensure safety in non-working areas. Exceptions may be granted by the GSA buildings manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

8.5. ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control and must be provided to all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

8.6. ELEVATORS (JAN 1997)

- (a) The Lessor shall provide suitable passenger and freight elevator service to all GSA-leased space not having ground level access.
- (b) CODE:
Elevators shall conform to the current editions of the American National Standard A17.1, Safety Code for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. The elevator shall be inspected and maintained in accordance with the current requirements of the American National Standard A17.2, Inspector's Manual for Elevators.

8.7. ELECTRICAL DISTRIBUTION

- (a) The Lessor will provide at least two separate distribution panels.

One panel will be providing for convenience outlets and mechanical and lighting loads. It must be circuit breaker type with 25 percent spare power load and circuits. This panel shall be provided with an equipment ground bus. The feeder for this panel shall contain an equipment ground conductor. The branch breakers in the panel shall be bolt on type. Under no circumstances will circuits feeding SSA's LAN equipment run through this panel. This panel will also feed convenience outlets in the systems furniture.

The total number of required convenience outlets circuited through this power panel is:

90	duplex outlets (for offices and other rooms)
8	dedicated duplex outlets
90	via systems furniture power feed

Convenience outlets shall be installed on the basis of a maximum of eight (8) outlets per 20-Amp Circuit.

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The other panel will be dedicated strictly to SSA's LAN system equipment and systems furniture power feeds. Panel capacity shall meet the requirements of the number of LAN workstations, printers, and LAN rack called for in the paragraph "SPECIAL ELECTRICAL: SSA LAN AND FURNITURE SYSTEM" below, and shown on the approved floor plan. The panel shall have a bolt-on main breaker; an isolated ground bus and equipment ground bus for SSA's computer system equipment. The power feed for the panel shall contain two insulated conductors for the two grounds. Minimum size of the equipment ground and isolated ground conductors shall be No. 6 AWG. The isolated ground conductor shall be terminated at either the service or at the neutral ground bond of the transformer feeding the dedicated panel. There shall be no splices in the isolated ground conductor feeding the IG bus. The ampacity of the panel and main breaker shall be sized for 125 percent of the present connected load plus 25 percent growth. The number of circuits will be as calculated below plus 25 percent for future expansion. The branch breakers in the panel shall be bolt on type. The panel shall be located in the ADP room within the SSA occupied space of the building. In the automated data processing (ADP) room and provide code-required working space. The panel shall not be located in the zone identified for the LAN rack. The power for SSA's computer equipment shall be a 208/120-volt, 60 hertz, three phase, four-wire system.

The total number of required outlets circuited through this power panel is:

58 duplex type IG NEMA 5-20 dedicated outlets
30 via system furniture power feed

- (b) It is preferred that electrical cabling be provided overhead in conduit. Overhead cabling must be encased in ¾" conduit.
- (c) The Lessor shall provide separate electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. Cluster groups at floor or wall locations shall be provided on the basis of 1 per 400 BOMA Usable Square Feet. A set consisting of 1 data junction box, 1 telephone junction box, and 1 electrical junction box shall comprise a cluster group.
- (d) Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-volt circuits with 1 neutral and 1 ground wire, and a 120-volt isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-amp. Circuit shall have no more than 8 general-purpose receptacle or 4 isolated-ground "computer" receptacles. The isolated-ground "computer" circuits shall be installed in accordance with the September 21, 1983 edition of Federal Information processing Standards pub. 94.
- (e) Where overhead feeds are used, 2 junction boxes shall be installed for electrical connections, 1 for isolated ground outlets and 1 for convenience outlets. Raceways will be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points.

8.8. ELECTRICAL EQUIPMENT

- A. Surface strips across public traffic aisles will not be permitted. It is preferred that electrical, computer cabling and telephone cabling be provided overhead in conduits. Only a minimal use of power electrical panels serving other tenants and located outside of SSA's space are to be used for SSA service.
- B. Large electrical current feeders installed in the walls, ceiling space or below the floor of SSA office space shall be enclosed in Rigid Galvanizing Steel Conduit (RGC) or Electrical Metallic Tubing (EMT) to lessen possible electromagnetic interference with SSA color terminals.
- C. SSA will be responsible for final connection of all agency computer equipment to the cable to be provided and installed by the Lessor.

8.9. UNDERFLOOR DUCT SYSTEM

- A. The below delineated specification for an underfloor duct system is permitted in existing locations but **not** a requirement. The Offeror may propose this system but such a proposal will be evaluated equal to all other Offerors. Overhead wiring is preferred.
- B. In all new construction, if underfloor duct system is provided, it must meet the following specifications.
 - 1. The underfloor distribution shall be any one of the following systems:
 - a. Underfloor duct system
 - b. Header duct system on cellular floor or
 - c. Underfloor trench duct system.

The system must comply with the National Electrical Code and meet the Underwriters Laboratories' standards.

- 2. The system should consist of three separate ducts:
 - a. Duct for electrical service,
 - b. Duct for telephone cable and signal wiring,
 - c. Duct for data cable.

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The two-duct system consisting of a duct for electrical services and a combination duct for the telephone and data cable will also be acceptable.

3. The junction box cover plates shall be adjustable. The cover plates must be flush with the cement/carpet floor.
4. All junction boxes shall be spaced to provide an adequate accessibility to all wiring in the duct system.
5. All junction boxes or header ducts must be accessible even when covered with carpet.
6. The duct system shall be metallic to prevent electromagnetic interference.
7. The main duct runs should be no further apart than 5' on center.
8. The preset inserts for electrical, telephone/signal and data cable outlets shall be no more than 5' apart.
9. The duct system should accommodate flexible office rearrangements and equipment location changes. The duct system should be located to provide easy access in the entire space.
10. The duct trench system must be structurally strong to withstand heavy cart traffic without caving in.
11. The duct cell shall be free from burrs, dust, dirt and foreign matter, with a duct assembly that is water tight.
12. The floor duct system should carry only electrical wiring in use. Remove all unused cable (signal, data, telephones) prior to occupancy. The availability for space in the underground floor system should be inspected. The full capacity of the duct raceway with cable should normally be limited to 60 percent of the cross-section area of the raceway.
13. Ducts should be sized to accommodate future wiring as well as today's needs and provide for a 20 percent expansion over the term of the lease.
14. The type of service and estimate of outlets required will also determine the size of ducts. Duct dimensions may vary with manufacturers. Use the large area duct for signal, data and telephones cables and the small area duct for electrical wiring.

8.10. ELECTRICAL: ADDITIONAL INFORMATION/IWS LAN CONFIGURATION

The following specifications are provided to the offeror as an estimating tool only. They describe the electrical service and branch circuiting required for SSA's furniture and LAN system. It also describes the data cabling requirements.

The lessor must provide to SSA's electrical engineers a building riser diagram with 30 days after receiving SSA's proposed floor layout. SSA will then provide construction documents to the lessor to the power wiring and data cables related only to the computer equipment and systems furniture. The lessor is still responsible for designing the incoming electric power service and all other distribution of power.

8.10.1 IWS/LAN CONFIGURATION--GENERAL INFORMATION

The IWS/LAN components located in the SSA office will consist of bridges, token ring LAN's, workstations, and printers. The bridge equipment will consist of an IBM compatible PC attached to the Wide Area Network (WAN) via high speed 56k bit dedicated telephone lines and attached to the LAN via token ring adapter. The LAN will consist of an IBM compatible PC file server equipped with fixed disk storage, CD-ROM, removable storage, tape backup, and FAX machine.

The file server and LAN management PC will be attached to token ring Control Access Units (CAU's) and Lobe Attachment Modules (LAM's) via token ring adapters. The CAU's will be rack-mounted with patch panels to allow easy reconfiguration of cabling.

Workstations consist of IBM compatible PC desktop computers with fixed disk storage, floppy disk storage, and token ring adapters for connection to the LAN via the LAM's. Laser printers and dot matrix printers will be attached to the LAN either at the file server, workstation, or centrally located to the workstations via token ring interface.

All of the critical components of the LAN rack will be powered by an Uninterruptable Power Supply (UPS) in case of power failure.

Lessor is not responsible for the installation of the equipment -- only the site preparation.

8.10.2 IWS LAN/HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REQUIREMENTS

The ADP room shall be maintained between 68 degrees and 78 degrees Fahrenheit. The HVAC system must be capable of maintaining ± 2 degrees F. of the thermostat setting. This condition must be maintained 24 hours a day, 7 days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system. The equipment located in the ADP room will be operational 24 hours a day, 7 days a week.

The IWS/LAN equipment located in the office area will operate in a standard office environment.

8.10.3 IWS LAN/MATERIALS AND EQUIPMENT TO BE PROVIDED BY THE LESSOR AS PART OF THE LEASE

Type 1A data cables, IBM # 33G2772. In air plenum areas, cables must be Plenum rated Type 1A cable, IBM # 33G8220.

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IBM enhanced data connector # 60G1070 and IBM enhanced data connector #73G7500 (for installation into surface mount boxes) suitable for IBM Type 1A cable.

Faceplates, IBM # 8310572 mounted on outlet box inside columns or walls unless surface mounted box must be used if interior of wall or column cannot be accessed.

Free standing single-device housings with a face plate (IBM # 4760486) for all IWS/LAN equipment fed through the modular furniture.

A suitable size hinged metal wire trough sized for a maximum 20% fill, from the ceiling to the floor in the ADP room for the data cables at the wall behind the LAN rack. The wireway shall have an "L" shaped turn with a 6 inch extension at the floor to deliver the cables to the LAN rack.

Dedicated, 20-amp isolated ground electrical circuits. One circuit for up to four IWS/LAN workstations, one circuit for up to two printers, and two circuits for the LAN rack.

A No. 6 AWG ground conductor in 3/4 inch conduit from the LAN rack location to the electrical panel providing power to the computer equipment. Terminate the ground conductor at the equipment ground bus in the panel and leave 10 feet of ground conductor neatly coiled at the LAN rack end. (see IWS/LAN Rack Grounding Detail" below).

Isolated ground (IG) duplex receptacles, NEMA 5-20R, Hubbell IG 5362 or equal (orange in color).

8.10.4 IWS LAN/SITE PREPARATION

A. ELECTRICAL INSTALLATION

Provide additional electrical panel capacity to meet the requirements of the number of IWS/LAN workstations, printers, and LAN rack called for in this package and shown on the approved floor plan. The power for SSA's computer equipment shall be a 208/120 volt, 60 hertz, three phase, four wire system.

Provide a dedicated power panel with a bolt-on main breaker, an isolated ground bus and an equipment ground bus for SSA's computer (present Field Office Systems Enhancement (FOSE) system and future IWS/LAN system) equipment. The power feed for the panel shall contain two insulated conductors for the two grounds. Minimum size of the equipment ground and isolated ground conductors shall be No. 6 AWG. The isolated ground conductor shall be terminated at either the service ground or at the neutral ground bond of the transformer feeding the dedicated panel. There shall be no splices in the isolated ground conductor feeding the IG bus.

The ampacity of the panel and main breaker shall be sized for 125 percent of the present connected load plus 25 percent growth. The number of circuits will be as calculated below plus 25 percent for future expansion. The branch breakers in the panel shall be bolt on type.

Locate this panel within the SSA occupied space of the building in the automated data processing (ADP) room and provide code-required working space. Do not locate panel in zone identified for LAN rack.

A separate power panel shall be provided for convenience receptacles. This panel shall be provided with an equipment ground bus. Mechanical and lighting loads may be on this panel; however, only computer loads may be on the isolated ground panel. The feeder for this panel shall contain an isolated equipment ground conductor. The branch breakers in the panel shall be bolt on type.

This panel shall be located within the SSA occupied space of the building.

Provide branch circuiting to isolated ground (IG) duplex receptacle for each IWS/LAN systems furniture workstation with a maximum of four workstations per 20-amp dedicated circuit. Provide an isolated ground (IG) duplex receptacle for each IWS/LAN workstation not associated with systems furniture such as in the Managers Office. The approved floor plan will show the location and number of workstations.

Provide an IG duplex receptacle for each IWS/LAN printer with a maximum of two printers per 20-amp dedicated circuit. The approved floor plan will show the location and number of printers.

Provide two IG duplex receptacles, each one to be connected to a 20-amp dedicated isolated ground circuit for each LAN rack shown on the approved floor plan.

The maximum number of receptacles per 20 ampere circuit shall be limited to the following:

- One receptacle for the LAN rack critical equipment (total 12 amperes).
- One receptacle for LAN rack non-critical equipment (total 12 amperes).
- Four receptacles for workstations or image server (each workstation 4.0 amperes).
- Two receptacles for laser printers or scanning work station. (each laser printer 7.8 amperes, scanner 3.5 amperes).
- Four receptacles for other printers such as line printers, (each printer 2.5 amperes.)

Adhere to the following criteria:

- Workstations shall not be on the same circuit as printers, faxes or scanner workstations.
- Image servers may be connected to workstations, but not printers, faxes or Scanner workstations
- The LAN rack requires two separate dedicated outlets, each one on a 20-amp dedicated IG circuit (12 amps each).
- A FAX is similar to a printer that consumes 5.0 amperes and can be grouped with other printers.
- Only laser printers shall be on the same circuit with other laser printers.

All the receptacles for the computer equipment shall be isolated ground (IG) type and shall meet requirements of NEC 250-74 Exception No. 4.

All the IG receptacles shall be powered from the dedicated electrical panel board with an isolated ground bus and equipment ground bus.

Provide and install IG receptacles that are NEMA 5-20R, Hubbell IG 5326 or equivalent, orange in color.

Provide grounding wire for the LAN rack per "IWS/LAN Rack Grounding Detail" below. The LAN rack will be delivered and installed by SSA's IWS/LAN contractor.

Each branch circuits for the computer equipment shall be provided with a separate isolated ground a separate neutral and a shared equipment grounding conductor with a maximum of three circuits shared per equipment ground conductor. Provide no more than three circuits per home. All the branch circuits for the convenience receptacles shall be provided with equipment ground conductors.

All receptacles in the ADP room associated with a given LAN rack should be placed on the same phase.

Identify each receptacle with the breaker number and the device (IWS/LAN workstation, printer, or LAN rack) to be connected to it. Identify each breaker at the panel and the devices it serves.

Receptacles are to be marked (neatly printed) with an alphanumeric marking system approved by the local manager.

Provide isolated grounds as defined in National Electrical Code (NEC) and Federal Information Processing Standards (FIPS) 94, "Guideline on Electrical Power in ADP Installation."

Provide additional standard electrical circuits and install receptacles as shown on the approved floor plan.

Large electrical current feeders installed in the walls, ceiling space, or below the floor of SSA office space shall be enclosed in rigid galvanized steel conduit (RGS) or Electrical Metallic Tubing (EMT) to lessen possible electromagnetic interference with SSA color IWS/LAN workstations.

Unless wire is being run in underfloor ducts, use conduit for wire, non-metallic sheath cable (e.g. Romex) is unacceptable. Use Rigid Steel Conduit, or Intermediate metal conduit. EMT (Electrical Metal Tubing) may be used in dry concealed locations and flexible steel conduit is permitted only when the run is concealed in walls (dry locations) and power poles. Conduit should be run concealed except in electrical or mechanical equipment rooms. Minimum size of conduit shall be ¾".

Provide "THHN/THWN" insulation solid or stranded copper wire for wire sizes no. 10 AWG and smaller. Provide "THHN/THWN" or "XHHW" insulation, stranded copper wire for wire sizes no. 8 AWG and larger.

Provide color coding on feeders and branch circuits as follows 208/120 and 240/120 volt systems Phase A-black; Phase B-red; Phase C-blue; Neutral-white; Equipment Ground-green; Isolated Ground-green with yellow bands. Provide color coding for 480/277 volt wiring as above except: Phase A-brown; Phase B-orange and Phase C-yellow.

B. DATA CABLE INSTALLATION

Provide and install a data cabling system with outlet boxes where required. Cable for the IWS/LAN workstations and printers shall be IBM Type 1A cable, IBM # 33G2772, with a enhanced connector, (IBM # 60G1070 or IBM #73G7500 where necessary) suitable for IBM Type 1A cable on each end and NEC approved. In all air plenum areas, data cable must be Plenum rated, IBM # 33G8220, to meet NEC requirements, NEC 800-3d, 725-2 (b).

Data cable is to be a continuous run with no splices or butts and without kinks or sharp turns. The cable must not be laid immediately adjacent to fluorescent lighting, A/C power lines or motorized devices. Data cable must be installed to maintain the maximum separation from A/C power lines that is practical.

The maximum distance from the wiring closet to the work area is 330 feet. The maximum distance from wiring closet to wiring closet is 660 feet.

Wire Closet/Centers: (Wiring closet information contained herein should only be used in offices where no ADP room is used (i.e. large sites with multiple LANs). All field offices should be using ADP rooms. The ADP room should be at least 200 sq. ft. The LAN rack area is 7 ft. by 7 ft.

The size of the wiring closet/center is determined by the number of drops planned. Allow enough closet space for a 23-inch rack (rack size: height six feet, width 23 inches, depth 2 feet).

Additional wiring space may be needed for the following:

- Other electronic equipment
- Additional cables
- Additional racks for expansion

Convenience power outlets should be installed and available, one outlet for test equipment and one outlet for rack equipment. Locks on the wiring closet door should be provided to prevent unauthorized access to the communication cabling system. If space, power outlets, or locked wiring closet are not available, then a centrally located room (the ADP room in SSA offices) can be chosen, so long as it meets the same criteria as the wiring closet.

All cable runs between each existing IWS/LAN workstation and printer and the wiring closet/center must be point-to-point cable runs. Under NO circumstances shall any point-to-point cable be spliced to achieve the required distance.

All cable runs that are to be installed should be grounded according to IBM specifications. The cable is to be grounded at the wiring center.

Cable modular furniture with internal cabling (see below).

C. THE CONTRACTOR SHALL DO THE FOLLOWING:

Supply and install Type 1A cable (IBM # 33G2772) or Type 1A Teflon (IBM # 33G8220) as required, connectors (IBM # 60G1070 or IBM#73G7500), suitable for IBM Type 1A cable, on both ends of the data cable,

Supply and install faceplates, IBM # 8310572 and surface mounted boxes at the IWS/LAN equipment located at columns or walls, or free standing single-device housings with a face plate and a magnetic backing (IBM # 4760486) for all IWS/LAN equipment fed through the modular furniture.

Supply and install all wireways and wire molds as required.

Supply and install the data cable from each IWS/LAN workstation and printer to the ADP room, leaving a 15-foot pigtail. Terminate the office end at a faceplate or surface mount box as required. The cable in the ADP room be stripped back to expose the metal braiding 24" back from the data connector for grounding to the LAN rack.

Provide a LAN rack identification number to the SSA office manager. The number shall be of 1 inch size and shall be comprised of the following:

For example: 05-321-02-01 (Region-Office Code-Floor-ADP room). The SSA office manager will give this to the IWS/LAN vendor for installation on the LAN rack.

ALL the data cables shall be identified at both ends by labels with the following numbering scheme:

- Workstation cables - WS001, WS002, etc. (match the numbers with the modular furniture cubicle numbers, followed by workstations not associated with modular furniture, such as the Managers office).
- Workstations in training area - WST followed by three digit number in continuation of the workstation cable numbers under "A" above.
- Laser printers - LP followed by three digit number in continuation of the training workstation cable numbers under "B" above.
- Line printers - DP followed by three digit number in continuation of the form printer cable number under "C" above (one per office).
- FAX machine - FX followed by three digit number in continuation of the line printer cable number "D" above (one per office).
- Scanner Work Stations-SWS followed by three digit number in continuation of the FAX cable number "E" above (one per office).
- Image Server-IS followed by three digit number in continuation of the scanner work station number under "F" above (one per office).

Identification labels shall be provided on the face plates of the cable termination boxes.

Conduct a continuity test on each installed cable.

Certify in writing that all data cables have continuity.

Identify the cable terminations for each device on the desk layout, and indicate the cable label for each cable. .

Certify in writing that the cable termination codings are correct.

Mark up, and provide to the local SSA manager, a desk layout drawing to show an "as built" status for electrical and data cabling, including an identification of all electrical and data circuits.

Discuss all cabling drawing with the local manager to assure that all marked-up drawings are clear and understood.

D. GENERAL

If the work is to be done in an existing, operating SSA office, the SSA operation must continue. The contractor must provide proper phasing of the work so as not to interfere with SSA operations.

8.10.5 IWS LAN/SOCIAL SECURITY ADMINISTRATION MODULAR FURNITURE INSTALLATION MODIFICATIONS TO SITE

Lessor's site preparation may include upgrading the electrical distribution system, providing new transformers, feeders, and electrical power panels with an isolated grounding (IG) system if the existing system is not adequate to meet needs as stated in this package. It shall also include installing new branch circuit wiring for convenience and IG receptacles and installing data cables for computer hardware. The quantity of computer equipment required by this package may increase the HVAC requirements.

The data communications equipment which is not based in the ADP room will be located in the general office area.

Site preparation modifications shall be completed in two phases.

- Phase I work involves upgrading the electrical distribution system and providing transformers, feeders and power panels as needed. This includes the installation of additional electrical ducts, conduit, and junction boxes near the modular furniture access points which will be identified on the designer's exact furniture layout and electrical schematic. It also includes upgrading the electrical system, providing new transformers, feeders, and electrical power panels with an isolated grounding (IG) system to meet needs as stated in this package, and installation of additional wiring/cabling from electrical power panels to junction boxes, telephone closets, and the Intelligent Workstation/Local Area Network (IWS/LAN) rack to access IWS/LAN workstations and printers. This phase of site preparation is to be completed prior to the installation of the modular furniture.
- Phase II work occurs during modular furniture installation completed by a government contractor. It is anticipated that the electrician's work will begin approximately half way through the furniture installation and will be completed no later than Sunday. The entire office (not just the reception area) must be operational Monday morning. The exact scheduling of the Phase II work will be discussed in detail at the pre-installation meeting about one month prior to the installation of the furniture. This phase involves installing data and telephone cabling (telephone cable will be installed by a telephone contractor provided by the government) as described below. The lessor is required to connect the pigtail leads from the modular furniture to the wiring in the junction boxes, test all the prewired receptacles in the modular furniture, install data cables in the modular furniture raceways, and terminate all the data cables with the specified connectors. All of the Phase II site preparation work must be coordinated and done in conjunction with the furniture movers, furniture installers, and the telephone installers. Once phase II work begins, it shall continue until the entire project is completed, including the installation of all modular furniture, electrical, data and telephone cabling. Exact schedules will be determined approximately one month before furniture installation occurs. The General Services Administration (GSA), the lessor, SSA, and contractors will meet to establish the schedule. It is anticipated that phase II work will be completed in 5 calendar days starting on Friday, proceeding through the weekend, and completed on Tuesday. The reception area must be ready for business on Monday.

Note: The telephone cabling is not a part of the lessor's site preparation, but site preparation work must be coordinated with and accommodate a telephone contractor (provided by the government) to do the necessary cabling for the telephone system.

A. BACKGROUND ON THE SPECIFICS OF ELECTRICAL, TELEPHONE, AND DATA CABLING OF MODULAR FURNITURE PANELS

SSA will install prewired modular furniture. The office space shall be prepared electrically to power the furniture. A plan indicating the furniture layout and computer equipment will be provided to GSA.

The furniture is fitted with isolated ground receptacles and convenience receptacles. A group of furniture workstations are connected together electrically and terminate into an eight wire flexible whip, of which only seven wires are used. The whips will be passed through power poles and left in ceiling space for termination to electrical junction boxes by the lessor's electrical contractor. In case the office space is provided with an underfloor duct system for power distribution, the furniture whips will be left at the floor for termination into floor mounted junction boxes by the lessor's electrical contractor.

1. The modular furniture will be provided with both electrified and nonelectrified panels.
2. The electrified panels will be provided with two separate metal raceways, one for power wiring and the other for data and telephone cables. Details of the modular furniture panels will be furnished to the successful offeror after lease award.
3. The raceway for power wiring will be located horizontally at the bottom of the furniture panel; the raceway for the data and telephone cables will be located horizontally at the top of the furniture panel.
4. The two raceways for power wiring, and for the data and telephone cables will be interconnected by vertical metal raceways at the corners and ends of some panels. These raceways are fitted with easily accessed raceway covers.

5. The modular furniture is provided with a prewired electrical system. The raceway is a plug-in type bus duct with a provision for plugging in power feed and receptacles. The bus duct has 8 conductors composed of four phase conductors, two neutral conductors, and two ground conductors.
 - a. SSA has chosen to use only 7 conductors. One of the phase conductors is not used. Two phase conductors, a neutral conductor, and an equipment ground conductor power two convenience outlet circuits. A third phase conductor, second neutral conductor, and an isolated ground conductor power an isolated ground receptacle circuit.
 - b. The furniture manufacturers offer 6 types of NEMA 5-20 receptacles. These are identified by numbers 1 through 6. Each type of receptacle, when plugged into a bus duct, connects to a certain combination of phase, neutral, and ground conductors.
 - c. SSA has opted to procure only three types of receptacles, which are No. 1, No. 2, and No. 5. Receptacles No. 1 and No. 2, when plugged into the bus duct of the modular furniture, connect to two different phase conductors, a common neutral conductor, and an equipment ground conductor. These are ivory in color and make up convenience outlets. Receptacle No. 5, when plugged into the bus duct of the modular furniture, connect to the third phase conductor, another neutral conductor, and the isolated ground conductor. These are orange in color and make up isolated ground outlets.
6. The modular furniture is also provided with empty raceways for telephone and data communication cabling to be utilized by SSA. The data cables installed in the bottom raceway along the power bus duct shall be kept to a minimum.
7. Panel schedules and circuit designator shall be provided for modular furniture isolated ground receptacles (type No. 5) and convenience receptacles (type No. 1 and type No. 2).
8. To accommodate the snap-in receptacles, the furniture panels will be prewired to meet the following requirements:
 - One circuit for a maximum of 10 No. 1 convenience duplex receptacles and 10 No. 2 convenience duplex receptacles to meet the requirements of the latest edition of the National Electric Code (NEC).
 - One dedicated circuit for no more than four IG duplex receptacles for four IWS/LAN workstations and image server.
 - No more than four IG outlets for four dot-matrix printers (line printers).
 - No more than two IG duplex receptacles for two laser printers and scanner workstations.
 - No more than an IG outlet for a FAX machine.

NOTE: Depending on the configuration of the space offered, the printers and possibly some of the IWS/LAN workstations may be located outside of the modular furniture configuration. The lessor must furnish and install data cabling, electrical wiring, and IG electrical outlets as described in the IWS/LAN sections of these special requirements in those locations.

9. The furniture panel manufacturer will provide power poles with pigtails as an integral part of the furniture panels which will be coordinated by the furniture installer with the reflected ceiling plan. The pigtails will extend about 2 feet from the top end of the power poles.
10. The electrical wiring to power pole raceways will consist of an electrical harness with 20-ampere capacity, UL approved, 8-wire system. The system can be connected to 120/208 volt, three phase service by using seven wires. (The pink wire is not used.) The system can also be connected to 120/240 volt, single phase service by using six wires. (The red and pink are not used.)
11. All the raceways for power, data and telephone will be provided with a safety ground in accordance with the latest edition of the NEC.

B. LESSOR REQUIREMENTS AND RESPONSIBILITIES - PHASE I

1. ELECTRICAL - The lessor shall:
 - a. Provide additional electrical power requirements such as transformers, power panels, and feeders as required to meet the anticipated power demands. If the office needs an air cooled step down transformer, it shall be located a minimum 8 feet away from the ADP room.
 - b. Determine the type of existing electrical service, e.g., 120/208 volts, 3 phase ; or 277/480 volts, 3 phase; or 120/240 single phase. Verify that building service and transformer are large enough for the additional electric load.
 - c. Provide Isolated Grounding System as indicated in SSA's Official Policy on the following pages.
 - d. Provide new power panels with an isolated grounding bus, sufficient number of circuit breakers (20 amp capacity each), and new power feeders.
 - e. Provide and install wall or floor receptacles for any IWS/LAN workstations, printers, and IWS/LAN rack outside of the modular furniture area. These will be shown on the designer prepared floor plans. An IG duplex receptacle is required for each IWS/LAN workstation and each printer, and two IG receptacles are required for the IWS/LAN rack.

Provide branch circuit wiring from the electrical power panels not to exceed the dedicated circuit requirements listed in A. 8. above.

- f. Provide and install additional electrical outlets and telephone outlets outside of the modular furniture area in accordance with GSA specifications and where shown on the designer prepared floorplan. These outside electrical outlets will be supplied at the ratio 1 for each 100 square feet of space. These outside telephone outlets will be supplied at the ratio of 1 for each 125 square feet of space.
- g. Furnish and install suitably sized junction boxes, sufficient to handle the load, above the ceiling (with conduit) in the vicinity of the feeding points of the modular furniture panels.
- h. Provide branch circuit wiring from power panels to the junction boxes combining circuits in different junction boxes and other IG duplex receptacles so as not to exceed the maximum limits indicated in A. 8. above. All the branch circuits for IG duplex receptacles in the ADP room associated with the IWS/LAN rack shall be connected to the circuit breaker on the same phase in the power panel.
- i. Provide grounding wire for the LAN rack per "IWS/LAN Rack Grounding Detail" below. The LAN rack will be delivered and installed by SSA's IWS/LAN contractor.
- j. Temporarily cap-off the wiring in the junction boxes until modular furniture installation. Make all connections in power panels and keep the circuit breakers off.
- k. Mark each circuit with the breaker number and the computer hardware (IWS/LAN workstation, printer, or IWS/LAN rack) to be connected to it. Identify each breaker at the panel and the devices it serves. Receptacles are to be marked with an alpha/numeric marking system approved by the SSA local manager. The type of marking device shall be approved by the SSA manager as well. It must be a permanent type of marking painted on or attached to, the cover plate of each receptacle. Identify receptacles on the electrical layout drawing with the same standard alpha/numeric marking system. It is especially important that all circuits be clearly identified at the breakers of the power panel, the junction boxes, and on the electrical layout drawing to preclude error and facilitate connections in Phase II of the project.

2. DATA CABLING - The lessor shall:

- a. Furnish and install data cables (Type 1A cables, IBM # 33G2772. In air plenum areas, cables must be Plenum rated Type 1A cable, IBM # 33G8220) from the IWS/LAN rack in the ADP room to each of the printers and IWS/LAN workstations leaving a 15-foot pigtail of cable from the end of the wireway at the floor near the LAN rack location in the ADP room with 2 feet of exposed braiding to terminate at the LAN rack. The cables shall be installed through ducts, conduits or plenum areas. Teflon cable must be used in plenum areas. Provide necessary conduits, ducts, surface - mounted raceways, etc., to protect cables from physical damage. Provide hangers and support for the cables in the plenum areas in accordance with industry standards.

Provide a suitable size wire trough (metal with hinged opening for accessibility) for 20% fill, from ceiling to floor in the ADP room for the data cables at the wall behind the LAN rack. The wireway shall have "L" shaped turn with a 6 inch extension at the floor to deliver the cables to the LAN rack.

The total length of each cable will vary in accordance with the equipment location, office layout, and space configuration. Equipment distribution will generally be uniform throughout the work area.

Five IBM Type 1A data cables, each 25 feet long, terminated at both ends with IBM Type 1A cable connectors to be given to the SSA office manager. These will be given to the IWS/LAN vendor for the interconnection of computer equipment in the LAN rack.

A total of 58 individual cables with connectors will be required.

- b. Provide and install connectors, IBM # 60G1070 suitable for IBM Type 1A cable.
- c. Leave enough cable length to be installed in designated raceways in the modular furniture panels plus 18-24 inches of slack end from furniture access hole to the surface mount box to each terminal or printer location.
- d. ALL the data cables shall be identified at both ends by labels with the following numbering scheme:
 - 1) Workstation cables - WS001, WS002, etc. (match the numbers with the modular furniture cubicle numbers).
 - 2) Workstations in training area - WST followed by three digit number in continuation of the workstation cable numbers under "A" above.
 - 3) Laser printers - LP followed by three digit number in continuation of the training workstation cable numbers under "B" above.
 - 4) Line printers - DP followed by three digit number in continuation of the form printer cable number under "C" above (one per office).
 - 5) FAX machine - FX followed by three digit number in continuation of the line printer cable number "D" above (one per office).

- 6) Scanner Work Station-SWS followed by three digit number in continuation of the FAX cable number under "E" above (one per office).
- 7) Image Server-IS followed by three digit number in continuation of the scanner work station number under "F" above (one per office.)

Identification labels shall also be provided on the face plates of the cable termination boxes.

- e. Neatly coil extra length cabling above the ceiling and properly support or store it to protect it from damage.

3. OTHER CONSTRUCTION

The lessor shall complete all other construction and alterations necessary to comply with this solicitation for offers. As phase II work, which is described below, is being completed the office must be ready for immediate use by SSA Personnel.

C. LESSOR REQUIREMENTS AND RESPONSIBILITIES - PHASE II

1. ELECTRICAL - The lessor shall:

- a. Connect the pigtails of the pre-wired furniture panels to the branch circuit wiring in the junction boxes.
- b. Turn on the circuit breakers in the power panels for the circuits feeding modular furniture and test each receptacle in the furniture to verify that it is energized and connected properly.
- c. Identify each receptacle in the modular furniture by circuit number and the power panel, and update the directory in the power panel. Provide details on the electrical layout schematic to show the "as-built" status for all of the receptacles. A copy of the "as-built" plans shall be provided to the local manager.
- d. Provide a grounding wire for the LAN rack per "IWS/LAN Rack Grounding Detail" below.

2. DATA CABLING - The lessor shall:

- a. Complete installation of the data cables from the IWS/LAN rack in the ADP room through the modular furniture panel raceways to each IWS/LAN workstation and each printer. Complete remaining installation of data cables outside of the modular furniture configuration.

NOTE: At the office end of the data cable, provide faceplates, IBM # 8310572. Provide surface mounted boxes at the IWS/LAN equipment located at columns or walls. Provide free standing single-device housings with a face plate and a magnetic backing (IBM # 4760486) for all IWS/LAN equipment fed through the modular furniture.

- b. Install Type A connectors (refer to IWS/LAN requirements above) at both ends of all data cables installed.
 - c. Make sure that both ends of each of the data cables are properly marked. Provide details on the electrical layout schematic to show the "as-built" status for all the data cables.
 - d. Conduct the following continuity tests on each installed data cable:
 - 1) For the central conductor from end to end.
 - 2) For body or casting of the Type A connector from end to end.
 - 3) Insulation test between the center pin and the body (casting) of the Type A connector.
 - e. Certify in writing that all data cables have continuity and no shorts.
 - f. Certify in writing that the data cable termination codes are correct. Provide copy of both certifications to the local SSA manager.
3. The lessor shall certify and submit the final "as-built" drawings, including the modular furniture wiring and cabling, to the local SSA manager.

All electrical/cabling work shall be performed in conformance with local electrical codes. Final approval of the work performed shall be made by the SSA local manager or the SSA RO representative.

D. SCHEDULING AND COORDINATION

1. Lessor shall coordinate the access to the office with the local manager where space is currently occupied.
2. SSA may arrange to have the telephone equipment vendor complete the necessary telephone site preparation (precabing) activities during Phase I.
3. Following completion of Phase I site preparation, the agency will notify the furniture manufacturer that the office is ready for furniture installation (Phase II) and schedule a pre-installation meeting with GSA, the furniture installer and the lessor. The meeting agenda will include clarification of Phase II activities, scheduling and determination of the specific Phase II installation start and end dates.

4. It shall be necessary for the lessor to have an adequate number of electricians on the job to keep pace with the furniture installers. Once the furniture installation begins on the designated date, the installation will proceed until the entire office has been completed.
5. All electrical/cabling work shall be completed in conformance with local electrical codes. Final approval of the work performed shall be made by GSA.

E. INSPECTION AND AS-BUILT PLAN REQUIREMENTS

1. A pre-occupancy inspection of the completed work is to be made with representatives of the lessor, general contractor, electrical contractor, GSA, and SSA present.
2. The lessor shall furnish to GSA within two weeks of occupancy, as-built drawings of the completed work that shows the following as a minimum:
 - a. All usual building features such as partitions, doors, electrical panels and receptacles, telephone outlets, fire extinguishers, water fountains and plumbing fixtures.
 - b. All IWS/LAN component locations and identification markings for the following:
 - 1) Special electrical panels and receptacles.
 - 2) All electrical junction boxes where any IWS/LAN circuit components have been combined.
 - 3) Data cable ends.
 - 4) Intrusion alarm controls, sensors and related devices, where applicable.
 - c. Any unusual features that may exist in addition to those listed above.

8.10.6 IWS LAN/DEFINITION OF TERMS SSA OFFICIAL POLICY

Use of the National Electric Code (NEC), Federal Information Processing Standards (FIPS) Publication 94 and SSA Definition of Dedicated Lines, Isolated Ground, Feeders and Branch Circuits, Convenience Receptacle Branch Circuits, and a Description of the Modular Furniture Feeds.

1. NEC & FIPS PUB. 94

The NEC is published by the National Fire Protection Association (NFPA) and is part of most building codes. Compliance with the latest edition of this code is mandatory for electrical installation to safeguard person and property from hazards arising from the use of electricity. Some local building codes may also have additional requirements. FIPS Publication 94 dated September 21, 1983 and published by the U.S. Department of Commerce/National Bureau of Standards, provides guidelines on electric power for ADP installations. SSA's Division of Realty and Space Management insists upon use of both NEC and FIPS 94.

2. DEDICATED LINE

A dedicated line is a separate branch circuit which runs from an isolated ground (IG) receptacle or series of IG receptacles to the breaker with the same or similar type of equipment plugged into it. A dedicated circuit will not share phase, neutral or ground wires with any other circuits. It does not mean that each electrical device, such as a computer terminal, has its own breaker. This would overtax the quantity of breakers required in each panel board.

Noncompatible devices such as typewriters, coffeepots, printers, controllers, microwave ovens, etc., should not be plugged into the workstation dedicated line. Further, a series of printers should have a separate dedicated line and each Intelligent Workstation/Local Area Network (IWS/LAN) rack should have its own dedicated line. This requirement is to reduce line noise and avoid sudden common voltage drops created by noncompatible devices.

A branch circuit can power ten convenience receptacles as limited by the NEC. The code states that the continuous current supplied by a branch circuit shall not exceed 80 percent of the branch circuit rating. This would be 16 amps for a 20-amp circuit breaker and 12 amps for a 15-amp circuit breaker.

Each receptacle must be marked with the breaker number it is connected to. This may assure that noncompatible devices are not connected to the same breaker and dedicated line.

3. ISOLATED GROUND (IG) - FOR RECEPTACLES

An IG in a branch circuit is a separate, insulated grounding wire that runs from an isolated grounding-type receptacle (usually orange in color) to the panel box. It is connected to a special insulated separate ground strip or bus which is in turn connected by an insulated wire to the main building service ground, avoiding any contact with the conduit, electrical boxes, and neutral bus. This grounding conductor may pass through one or more panel boxes without any connection to the panel box grounding terminal.

The main building service ground is a point at the electrical service entrance where the neutral of the incoming service or neutral of the service transformer is bonded to the service equipment ground. An IG should not run to an isolated earth ground or a water pipe.

This installation shall meet the requirements of FIPS PUB. 94 dated September 21, 1983, "Guidelines on Electric Power for ADP Installation" issued by the Bureau of Standards and the article 250-74 exception No. 4 of NEC.

The integrity of the isolated ground is essential to proper operation of the IWS/LAN equipment. The isolated ground is to be provided in addition to the electrical grounding as required by article 250 of the latest edition of the NEC, which is solely a safety requirement.

4. FEEDER AND BRANCH CIRCUIT

A feeder is an electric circuit between the service equipment, such as a distribution board or a switch board, and a panel board.

A branch circuit is an electrical circuit between a breaker in the panel board and receptacles or devices on the floor.

A 3 wire 120 volt branch circuit for IG receptacles will have one phase wire connected to a circuit breaker, one neutral connected to the neutral bus in the panel, and one insulated ground wire connected to the isolated ground bus in the panel. In addition, the conduit and all the non-current carrying metallic parts of the system shall be grounded in accordance with the requirements of the NEC.

5. CONVENIENCE RECEPTACLES BRANCH CIRCUITS

One common neutral wire can be provided for two or three phase circuits provided these circuits are connected to circuit breakers of different phases. Consequently, two circuits connected to the same phase shall be provided with two separate neutral wires.

Therefore, a 4 wire 208 volt branch circuit will have two different phase wires, one neutral wire, and one equipment ground wire.

Similarly, a 5 wire 208 volt branch circuit will have three different phase wires, one neutral wire, and one equipment ground wire.

6. MODULAR FURNITURE FEED

A 7 wire 120/208 volt feed for the modular furniture will have one dedicated circuit and two convenience receptacle branch circuits. The dedicated circuit will have one phase wire, one neutral wire, and one IG wire. The two convenience receptacle branch circuits will have two phase wires, one neutral wire, and one safety ground wire. This safety ground wire will serve both the dedicated branch circuit and the convenience branch circuit.

7. IG RECEPTACLE CIRCUITING REQUIREMENT

No more than four IG receptacles for IWS/LAN workstations and image server per circuit.

No more than two IG receptacles for Laser printers and scanning work station per circuit.

Two IG receptacles each on a separate circuit for the IWS/LAN rack.

If additional information is desired or you have questions about this policy, you may contact DRSM's electrical engineer, Mr. Mulchand Lala, 410-965-4948.

8.10.7 IWS LAN/ATTACHMENTS

Reference Attachments 2.1-2.4 for Typical receptacle wiring diagrams.

Typical receptacle wiring in system furniture and typical IBM cable installation diagrams are available upon request.

9.0 SPECIFIC ROOM INFORMATION

The following paragraphs delineate the specific room type area and any special requirements.

9.1. PRIVATE OFFICES (JUN 1999)

Approximately 300 square feet total for two offices

- A. Two private offices as follows: 1) A District Manager's office with 200 sq. ft., and 2) A Private Interview room with 100 sq. ft. Each will require a double pane observation window 48" wide and 36" high, with sill approximately 42" above the floor. Location in the partition will be indicated on the approved layout. Alternate window designs of different configuration which will enhance the appearance of the office or which represent a building standard configuration are acceptable. The installation of up to two interior windows will include installed drapes or mini-blinds.
- B. The door entrance to one private office, designated by the government as the manager's office, shall be equipped with a 5-pin, tumbler cylinder lock and strike plate. The lock shall be master keyed. The Government shall be furnished with at least two master keys for this lock.

9.2. ADP ROOM

Approximately 200 square feet each

A. Architectural

The entry door to the room shall be solid wood core or metal sheathed with hinges mounted inside the room. The room shall be secured with a six pin tumbler, off master lock with a deadbolt lock having a minimum throw of 1". All keys to the room shall be controlled by SSA. The floor covering shall be smooth vinyl tile. A carbon dioxide fire extinguisher is required. This room must be secure from other than Social Security Administration (SSA) employees; therefore, no equipment other than SSA equipment (data equipment, telephone equipment) can be placed in this room. The IG electrical panel that powers SSA's LAN equipment must be located in the ADP room.

B. Heating, Ventilating and Air Conditioning (HVAC) Requirements

In general, the ADP Room shall be maintained at a temperature range of between 68°F and 78°F during office hours and no less than 55°F nor more than 80°F during non office hours, 24 hours per day, 7 days per week. Relative humidity will be maintained between 20 and 80 percent. The room shall be separately zoned and have its own separate thermostatic control inside the room. The HVAC system shall be designed to supply on the average 6 complete air changes per hour with a minimum of 20 percent fresh air.

Both the telephone system, as described in the "Telephone Equipment" paragraph in the TELEPHONE section of this Solicitation, and the computer equipment will be installed in the ADP Room.

9.3. MULTIPURPOSE ROOM

Approximately 360 square feet

A. Architectural

All walls surrounding the Multipurpose Room shall have minimum Sound Transmission Coefficient (STC) of 45 or better. The room shall have a chair rail surrounding the inside walls of the room pursuant to the specifications given in paragraph E of the "Reception Area" paragraph in the SPECIFIC ROOM INFORMATION section of this Solicitation. The door and frame construction shall be designed to meet the same STC requirement as the surrounding wall. The floor covering shall be vinyl tile around the sink area and carpet tiles in the remaining area.

B. Cabinets and Sink:

Provide a double basin stainless steel (equivalent to Elkay Celebrity GEGR-3321) with hot and cold water lines, drain, garbage disposal, paper towel holder and soap dispenser. The sink is to be mounted in wood cabinets with Formica brand (or equivalent) laminate counter with 4" back splash. Cabinets are to be divided into one 48" open cabinet (to meet ADA guidelines) for sink base and two 24" cabinets. The 24" cabinets are to have one adjustable shelf, full depth, one 6" high drawer and two 12" wide doors. Doors and drawers are to be provided with one 4" wire pull each. Upper cabinets are to be 96" in length, divided into 4 equal units and 26" high overall. Each unit is to have two adjustable shelves full depth and two 12" doors full height. Each door is to have one 4" wire pull. All finishes are to be Formica brand laminate (or equivalent). Finishes should be applied pursuant to Manufacturer's specifications to avoid laminate from separating from countertop.

Folding Wall.

- C. An acoustically treated folding wall will be provided by the Lessor as an initial space alteration. The wall should be of a quality equal to, or better than, the Soundguard Model 37, manufactured by Holcomb and Hoke Manufacturing Company, Indianapolis, Indiana. The length of this partition will range between 15 to 30 linear feet.
- D. Install three (3) dedicated duplex outlets on separate circuits in the multipurpose room.

9.4. STORAGE ROOM

Approximately 330 square feet

This room requires both resilient floor covering and vinyl wall covering. It should be constructed in accordance with the specifications for general office space.

9.5. EMPLOYEE RESTROOMS

Approximately 350 square feet

Both a men's and women's restroom shall be provided for exclusive use by SSA employees. This set of restrooms shall be directly accessible from the employee area and shall conform with all handicapped accessibility standards set forth in this Solicitation. The restrooms shall also conform to the requirements set forth in the "Restrooms" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section and in the "Wall Covering: Physical Requirements" paragraph in the ARCHITECTURAL FINISHES section of this Solicitation.

9.6. RECEPTION AREA

Approximately 414 square feet

The Lessor is responsible for providing and installing the following reception room items:

A. Finishing Requirements

The reception area requires walk-off mats in entrances and lobbies. The maintenance, cleaning, replacement and storage of these mats, when not in use, is the responsibility of the lessor.

The reception area requires low maintenance non-slip floor tile. All tile shall meet specifications listed in Solicitation.

The vinyl wall covering in the reception area shall be kept in good condition and be replaced as necessary or every five (5) years, whichever comes first.

B. Literature Display Rack

Provide two wall mounted literature display racks 36" wide x 24" high with either no pocket dividers or adjustable width dividers for forms and literature (equivalent or better than Model 436-2P or Model 433P from Peter Pepper Products, Inc. 17929 S. Susana Road, Compton, CA 90224, GSA Contract No: GS-OOF-3875A).

C. Bulletin Board

Provide a wall mounted bulletin board with solid oak frame and 2 windowed doors with total dimensions of 36" high and 48" wide (equal to or better than model QRT-364 from Nationwide Office Supply, 44 Sea Cliff Avenue, Glen Cove, NY 11542) or (equal to or better than Model No. 308-RC from Claridge Company, Palatine, Illinois, telephone: (847) 991-8822).

D. Signs

Provide up to six professionally prepared signs with wording such as "No Smoking," "Take a Number And Be Seated," "Social Security Numbers," etc. Use of universally recognized symbols is encouraged. Exact wording will be provided by local management.

Wording will be either in English, Spanish or possibly another foreign language. The preferred colors for English signs are white lettering on a royal blue background. Preferred colors for Spanish signs is royal blue lettering on a white background.

Signs are to be installed on the wall or hung from the ceiling. They should be at least 12" high and 18" wide and have rounded corners. Signs should be equal to or better than Module 9.1 provided by Interface Architectural Signage, Inc., 5320 Webb Parkway, Lilburn, Georgia 30247.

E. Chair Rail

Furnish and install a chair rail, materials and finish to be consistent with area decor, on the inside walls as shown on an approved floor plan. The chair rail should be installed at a height from the floor sufficient to prevent standard chair backs from damaging the wall. Chair rail should be equal to or better than 2700 Chair Rail/Wall Guard provided by Institutional Products Corporation, 5.80W.18766 Apollo Drive, PO Box 406, Muskego, Wisconsin 53150, telephone: (414) 679-9010.

F. Barrier wall in the reception area

See Attachment 6

1. A ceiling high wall will enclose the reception area.

The wall will have at least one door and cased openings through which interviewing will be accomplished. Additional doors will be added when the space configuration requires them. The door will be standard size and equipped with an automatic door closer, locking panic hardware on the inside, with a five button combination lock and lever hardware on the reception area side of the door. The door will open toward the reception area and have a vertical light within 10" of the latch side of the door. The light should be 6" wide and 5' long and consist of a non-breakable transparent material.

2. Three cased openings will be 42" from the floor, 30" wide and 36" high. There will be at least 36" between these interviewing cased openings, where space permits. Ceiling-high partitions will be constructed on the reception side, separating each cased opening. The partitions will be 24" deep. Exact locations of the cased openings and dividing partitions will be indicated on the approved layout.

3. Eight cased openings will be 30" from the floor, 45" wide and 36" high. There will be 36" between these cased openings, where space permits. Ceiling-high partitions will be constructed on the reception side, separating each cased opening. The partitions will be 48" deep. Exact locations will be indicated on the approved layout.

4. On the office (employee) side of the above cased openings in the barrier wall, the lessor shall provide a raised platform surrounded by the half wall partitions. The platform will be 12 inches high and will be approximately 600 square feet in size. There will be two points of ingress/egress from the platform, one of which must be a handicapped accessible ramp. The half walls and floor of the platform are to be finished as required for the rest of the office side of the barrier wall. For the specifications of the half wall partitioning, see the PARTITIONS: SUBDIVIDING paragraph in the ARCHITECTURAL FINISHES section of this solicitation.
5. Each cased opening (with the exception of the light in the door) will be equipped with a countertop roll shutter of the following quantity or equivalent.
 - a. QMI Roll Shutter Supply, 933 North Oak Lawn Avenue, Elmhurst, IL 60126, Phone: 800-446-2500, Fax: 630-782-1911, web site: www.qmishutters.com. Model: PV-2, with rebars every third slat.
 - b. A.C. Rolling Shutter Company, 2310 Superior Avenue, Cleveland, Ohio 44114, Telephone (216) 441-9400, fax: 216-441-9600.The shutter will be made of PVC or Aluminum, with the raising mechanism and lock being operable on the employee side of the shutter only. The raising mechanism may be a manual strap for windows of 48 inches or less in width, and a strap crank for windows over 48 inches in width. The lessor shall replace straps and cranks if they are broken, and shall replace all straps every five years.
6. At the base of each interviewing window, a shelf with adequate supports, and with an edge designed so as to not present safety hazards, will project 10" to 12" on the reception side.
7. Vinyl wall covering will be used on reception area walls in accordance with the "Wall Covering: Physical Requirements" paragraph in the ARCHITECTURAL FINISHES section of this Solicitation.
8. An exposed factory finished painted metal louver must be provided on each side of the partition above the case opening. Opening size must be verified with the Lessor's mechanical contractor.

9.7. VIDEO TELECONFERENCE ROOM

Approximately 240 square feet.

A. Sound

The ambient noise from mechanical equipment shall not exceed noise criteria (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms. All partitioning surrounding the video teleconference room shall have a sound transmission coefficient (STC) rating of 45. The wall surface color shall be light blue/gray flat. All doors shall have gaskets and sweeps. Ceilings shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. All duct penetrations into the room shall be baffled so as not to compromise the STC or ambient noise requirements. Low velocity systems are necessary to minimize equipment and system generated noise.

B. Electrical, Lighting and Telephone Requirements

Electrical

Special duplex outlets (not to exceed three) on dedicated circuits for video teleconferencing (VTC) equipment will be required. For the VTC equipment within the room, at a minimum, there shall be one duplex receptacle. The duplex receptacles should be 20 amps, 125 volts. It shall be located within three feet of the VTC equipment, on the short wall of the room. It shall be wired to a dedicated 20 amp, one pole circuit breaker. There shall be a similar circuit provided for the Codex unit, wherever it is installed. Dedicated circuits shall be located at the convenience panel.

Telephone

A separate telephone line (outlet) shall be provided within the Video Teleconferencing Room.

Lighting

Lighting in the room shall be 2'x2' 9 cell parabolic fluorescent light fixtures with 3" deep louvers or 2'x4' 18 cell parabolic fluorescent light fixtures with 3" deep louvers to provide a minimum uniform lighting level of 60 foot candles. Downlights shall be HALO low voltage H-1499T (or equivalent) recessed incandescent with reflector H-1421C (or equivalent) located on four foot intervals above the conference table. Participants shall have the ability to adjust the lighting level in these specific areas to 100 foot candles, capable of dimming to 80 foot candles. There shall be parabolic louvers/lenses, designed to minimize wall shadows. These lights will illuminate the entire room. Lamps shall be non-energy saving type. The lamps shall be located in such a configuration and pattern so as not to produce glare on the monitor as seen from the conference table and still provide adequate light on the conference table and participants. For video teleconferencing purposes, the other areas of the room, i.e. behind the conference table and over the equipment and monitor, would be best at the 60 foot-candle range.

There shall be dimmable downlights or wallwashers (see above specs.) at four (4) foot intervals located at one end of the room where the white board will be installed to illuminate the writing surface.

C. Dry Marker Board

Install a 36" high dry marker board across the length of one wall of the video teleconference room. The dry marker board shall be a Greensteel or equivalent board which is 3/4" particle board with 22 gauge face sheet and porcelain writing surface. Butt joints are to be splined. Color DMB-7 (white) with black plastic Tee-edge molding (#551T). The board must have an eraser shelf.

D. Heating Ventilating and Air Conditioning (HVAC)

Separately zoned heating, ventilating, and air-conditioning meeting the standards delineated in this solicitation and conforming with ASRAE must be provided. All duct penetrations shall be baffled so as not to compromise the STC requirement for this room. Low velocity systems are necessary to minimize equipment and system generated noise. It is preferable to locate the Codec unit outside of the room. Wherever the Codec unit is to be installed, the heat gain generated by it should be accounted for in the HVAC requirement calculations.

When the Codec unit (provided by the Government) is installed, it will require the following environmental conditions to ensure proper operation: Operating Temperature shall range between 50 to 104 degrees F (10 to 40 C); Storage Temperature shall range between 32 to 158 degrees F (0 to 70 C); and, Relative Humidity shall range between 15 to 95% non-condensing). The typical heat dissipation of a Codec unit is 1,700 BTU's per hour.

Temperatures within the room must be maintained at normal comfort levels specified in this solicitation. Consideration must be given to the output of the Codec unit, and heat dissipation of the occupants of the room. (A person at rest emits 450 to 500 BTU's of heat. The room will hold between 10 to 15 people at any one time for training sessions and/or conferences.)

E. If required, the Government shall have the option of installing a satellite dish on the roof. The Lessor's approval, which shall not be unreasonably withheld shall be obtained in advance of exercising this option. All site preparation, installation and maintenance shall be at the expense of the Government. There shall be no rental increase if this option is exercised by the Government and approved by the Lessor.

10.0 SERVICES, UTILITIES, MAINTENANCE

10.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

10.2. NORMAL HOURS

Services, utilities, and maintenance will be provided daily, extending 7:00 a.m. until 6:00 p.m. except Saturdays, Sundays, and Federal holidays.

10.3. OVERTIME USAGE (JAN 1997)

- (a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- (b) Reimbursement to the Lessor for overtime heating or cooling will be at the hourly rate established in the contract.

10.4. OVERTIME USAGE (JAN 1997)

- (a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- (b) If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- (c) When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 will be placed using a Form 300, Order for Supplies or Services. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to all orders for overtime services.
- (d) All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

10.5. UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate.

10.6. UTILITIES: SEPARATE FROM RENTAL (JAN 1997)

- (a) The Offeror must specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror must obtain a statement from a registered professional engineer stating that all heating, ventilation, air conditioning, plumbing, and other energy intensive building systems can operate under the control conditions stated in this SFO. The statement must also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ASHRAE Standard 90.1, Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings, or more restrictive local/state codes.
- (b) The Lessor shall provide separate meters for utilities to be paid for by the Government. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements (see "Mechanical, Electrical, Plumbing" section of this solicitation).

10.7. JANITORIAL SERVICES (JAN 1997)

The Lessor shall provide daytime janitorial services for the leased space, public areas, entrances, and all other common areas and provide replacement of supplies.

10.8. JANITORIAL SERVICES (JUL 2000)

- (a) Cleaning is to be performed during normal business working hours (daytime cleaning).
- (b) The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

(1) **DAILY:**

Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances and lobbies, clean elevators and escalators, remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.

(2) **THREE TIMES A WEEK:**

Sweep or vacuum stairs.

(3) **WEEKLY:**

Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas and driveways (weather permitting).

(4) **EVERY TWO WEEKS:**

Spray buff resilient floors in secondary corridors, entrance and lobbies. Damp mop and spray buff hard and resilient floors in office space.

(5) **MONTHLY:**

Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

(6) **EVERY TWO MONTHS:**

Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance and elevator carpets.

(7) **THREE TIMES A YEAR:**

Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

(8) **TWICE A YEAR:**

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

(9) **ANNUALLY:**

Wash all venetian blinds and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways and flat roofs.

(10) **EVERY TWO YEARS:**

Shampoo carpets in all offices and other non-public areas.

(11) **EVERY FIVE YEARS:**

Dry clean or wash (as appropriate) all drapes.

(12) **AS REQUIRED:**

Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Replace worn floor coverings (this includes moving and return of furniture). Control pests as appropriate, using Integrated Pest Management techniques.

(c) **Selection of Cleaning Products.** The Lessor shall make careful selection of janitorial cleaning products and equipment to –

- (1) Use products that are packaged ecologically,
- (2) Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable and fully biodegradable and
- (3) Minimize the use of harsh chemicals and the release of irritating fumes.

Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

(d) **Selection of Paper Products.** The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to the EPA's Comprehensive Procurement Guidelines.

10.9. SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly or monthly.

10.10. MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)

- (a) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.
- (b) Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

10.11. SECURITY

The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased during duty hours.

10.12. SECURITY: ADDITIONAL REQUIREMENTS

The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractor's or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.

If required, the Contracting Officer will furnish the Lessor with form FD-258, "Fingerprint Chart" and Form 176, "Statement of Personal History" to be completed for each employee and returned by the Lessor to the Contracting Officer or his designated representative within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor will be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this clause on a 3-year basis.

10.13. BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, Offerors shall submit a building operating plan with the offer. Such plan shall include a schedule of start-up and shutdown times for operation of each building system, such as lighting, heating, cooling, ventilation, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

10.14. LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as needed basis. In addition, dead or dying plants are to be replaced promptly.

11.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

11.1. OCCUPANCY PERMIT (OCT 1996)

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, Offerors should consult the contracting officer to determine if other documentation may be needed.

11.2. FIRE AND LIFE SAFETY (OCT 1996)

- (a) Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, known as the "Life Safety Code," or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety.
- (b) If offered space is 3 stories or more above grade, the Lessor shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard No. 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total Government leased space in the building (all leases combined) will be less than 35,000 square feet, and 3) the building is sprinklered, this documentation is not required.
- (c) If offered space is 6 stories or more above grade, additional fire and life safety requirements may apply. Therefore, the offeror must advise GSA in its offer whether or not the offered space, or any part thereof, is on or above the sixth floor of the offered building.

11.3. PORTABLE FIRE EXTINGUISHERS (OCT 1999)

Portable type fire extinguishers meeting requirements of NFPA Standard No. 10 shall be provided and maintained by the Lessor. Initial and replacement charges for fire extinguishers shall be provided by the Lessor. Inspection (quick check) and maintenance (thorough check) or these extinguishers shall be done in accordance with NFPA standard No. 10. A Carbon Dioxide fire extinguisher is required in the ADP room.

11.4. SPRINKLER SYSTEM (OCT 1996)

- (a) If any portion of the offered space is on or above the 6th floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing more than 35,000 BOMA Usable Square Feet of space in the offered building, then the entire building must be protected by an automatic sprinkler system or an equivalent level of safety.
- (b) If an offeror proposes to satisfy any requirement of this clause by providing an equivalent level of safety, the offeror must submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. Offerors should contact the Contracting Officer for further information regarding Government review and approval of "equivalent level of safety" analyses. (See 41 CFR 101-6.6 for guidance on conducting an equivalent level of safety analysis.)
- (c) Definition: "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

11.5. MANUAL FIRE ALARM SYSTEMS (OCT 1996)

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this solicitation). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards No. 70 and 72.

11.6. OSHA REQUIREMENTS (OCT 1996)

The Lessor shall maintain buildings and space in a safe and healthful condition according to the Occupational Safety and Health Administration (OSHA) standards.

11.7. ASBESTOS (OCT 1996)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented.

11.8. ASBESTOS (OCT 1996)

- (a) Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this "Asbestos" paragraph, "space" includes the space offered for lease, common building areas and ventilation systems and zones serving the space offered, and the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.
- (b) Definition. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

- (c) Space with ACM of any type or condition may be upgraded by the offeror to meet the conditions described in subparagraph (a) by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Department of Transportation (DOT), State, and local regulations and guidance.
- (e) Management plan. If space is offered which contains ACM, the offeror must submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan must conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, State, and local regulations and guidance, at least 4 weeks prior to the abatement work.

11.9. INDOOR AIR QUALITY (JUL 2000)

- (a) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 parts per million (ppm) time-weighted average (TWA - 8-hour sample); CO₂ - 1000 ppm (TWA); formaldehyde - 0.1 ppm (TWA).
- (b) The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces, and adequately ventilate those spaces during and after application.
- (c) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- (d) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space it occupies, as well as in space serving the Government-leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the Contracting Officer.
- (e) The Lessor shall provide to the Government Materials Safety Data Sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Government's lease space, common building areas and ventilation systems and zones serving the leased space, and the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

11.10. RADON IN AIR (OCT 1996)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2-3 days using charcoal canisters or Electret Ion Chambers to ensure radon in air levels are below the Environmental Protection Agency's action concentration of 4 picoCuries/liter. After the initial testing, a follow-up test for a minimum of 90 days using Alpha Track Detectors or Electret Ion Chambers must be completed.

11.11. RADON IN AIR (OCT 1996)

- (a) The radon concentration in the air of space leased to the Government shall be less than the Environmental Protection Agency (EPA) action concentration for homes of 4 picoCuries per liter (pCi/L), herein called the "EPA action concentration."
- (b) Initial testing:
 - (1) The Lessor shall test that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured), report the results to the Contracting Officer upon award, and promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
 - (2) Testing sequence: The Lessor shall measure radon by the Standard Test in subparagraph (d)(1), completing the Test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the Test before Government occupancy, in which case the Lessor shall perform the Short Test in subparagraph (d)(2).
 - (3) If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the Standard Test during buildout before Government occupancy of the space. If the Contracting

Officer decides that it is not possible to complete the Standard Test before occupancy, the Lessor shall complete the Short Test before occupancy, and the Standard Test not later than 150 days after occupancy.

(c) Corrective action program:

(1) Program initiation and procedures:

- (i) If the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - (ii) If the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - (iii) If the Government or the Lessor detects a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area, and provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
 - (iv) The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
- (2) The Lessor shall perform the Standard Test in subparagraph (d)(1) to assess the effectiveness of a corrective action program. The Lessor may also perform the Short Test in subparagraph (d)(2) to determine whether the space may be occupied, but shall begin the Standard Test concurrently with the Short Test.
- (3) All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
- (4) If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

(d) Testing procedures:

- (1) Standard Test: Place Alpha Track Detectors or Electret Ion Chambers throughout the required area for 91 or more days so that each covers no more than 2,000 square feet of usable space. Use only devices listed in the EPA Radon Measurement Proficiency (RMP) Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
- (2) Short Test: Place Alpha Track Detectors for at least 14 days, or Electret Ion Chambers or charcoal canisters for 2 to 3 days, throughout the required area so that each covers no more than 2,000 square feet of usable space, starting not later than 7 days after award. Use only devices listed in the EPA RMP Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices, and submit the results and supporting data within 30 days after the measurement. In addition, complete the Standard Test not later than 150 days after Government occupancy.

11.12. RADON IN WATER (SEP 1991)

- (a) Two water samples constituting a sampling pair shall be taken from the same location for quality control. They shall be obtained inside the building and as near the non-public water source as is practical, in accordance with EPA's "Radon In Water Sampling Program Manual." Analysis of water samples for radon must be performed by a laboratory that uses the analytical procedures as described in EPA's "Two Test Procedures For Radon In Drinking Water."

RADON IN WATER (JUL 2000)

- (b) The Lessor shall demonstrate that water provided in leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- (c) If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

Minimal Alterations and Improvements Lease Paragraphs

In accordance with Attachment 1 of this acquisition letter, realty professionals shall use the following paragraphs for leases involving minimal alterations and improvements based on the scope of the project and in support of Executive Orders 13101 and 13123, except when:

- (1) The cost of the recommended product is unreasonable,
- (2) Inadequate competition exists,
- (3) Items are not available within a reasonable period of time, or
- (4) Items do not meet the solicitation's performance standards.

11.13. HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

11.14. RECYCLING (OCT 1996)

Where State and/or local law, code or ordinance require recycling programs for the space to be provided pursuant to this solicitation, the successful offeror shall comply with such State and/or local law, code or ordinance in accordance with the paragraph of the General Clauses entitled "Compliance with Applicable Law." In all other cases, the successful offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and the leased space.

EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (JUL 2000)

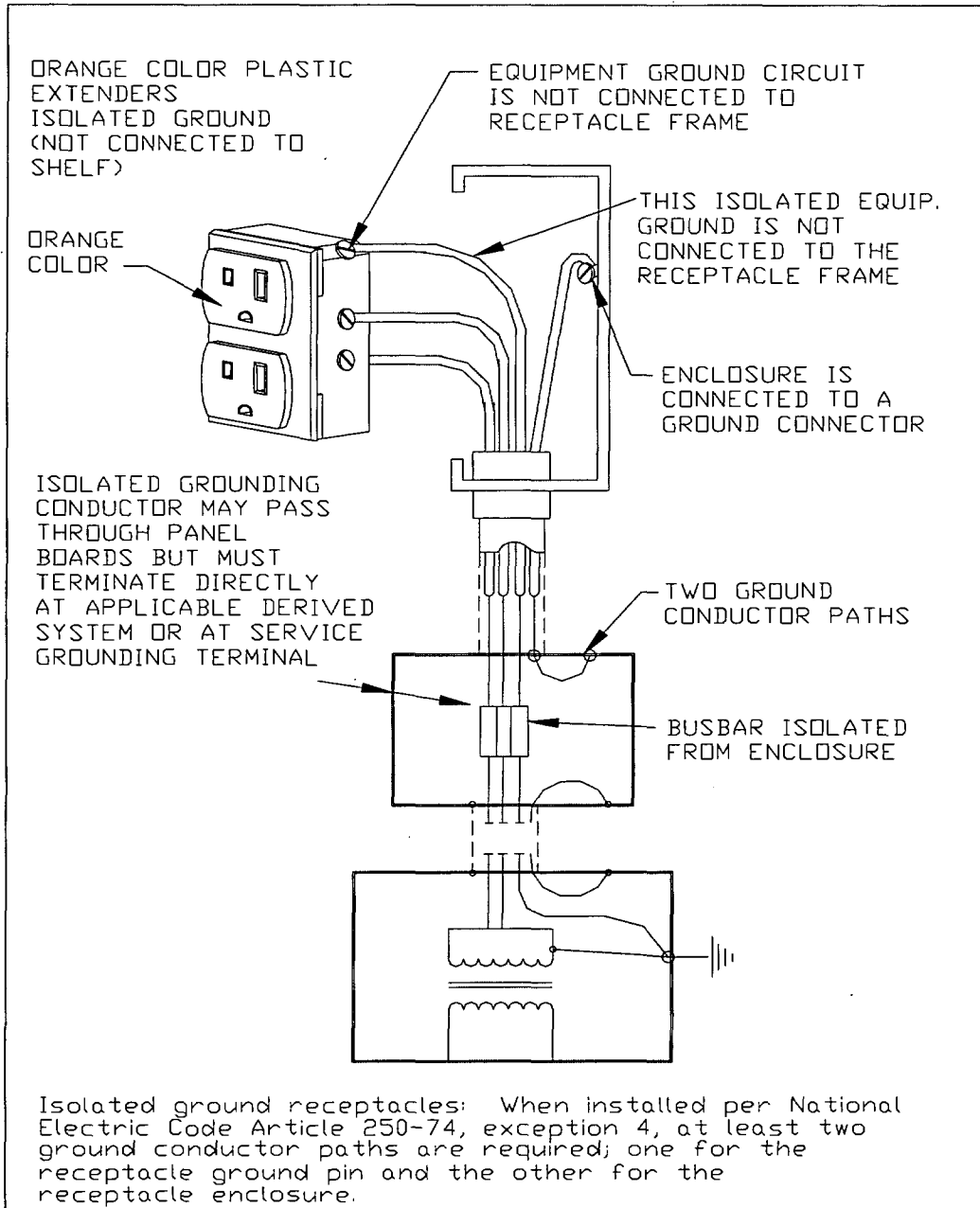
- (a) Items and material existing in the offered space or to be removed from the offered space during the demolition phase are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse must be in refurbishable condition, and must meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor is to ensure that the quality of the item(s) in question will meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- (b) Lessor shall submit a reuse plan to the Contracting Officer, when requested. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

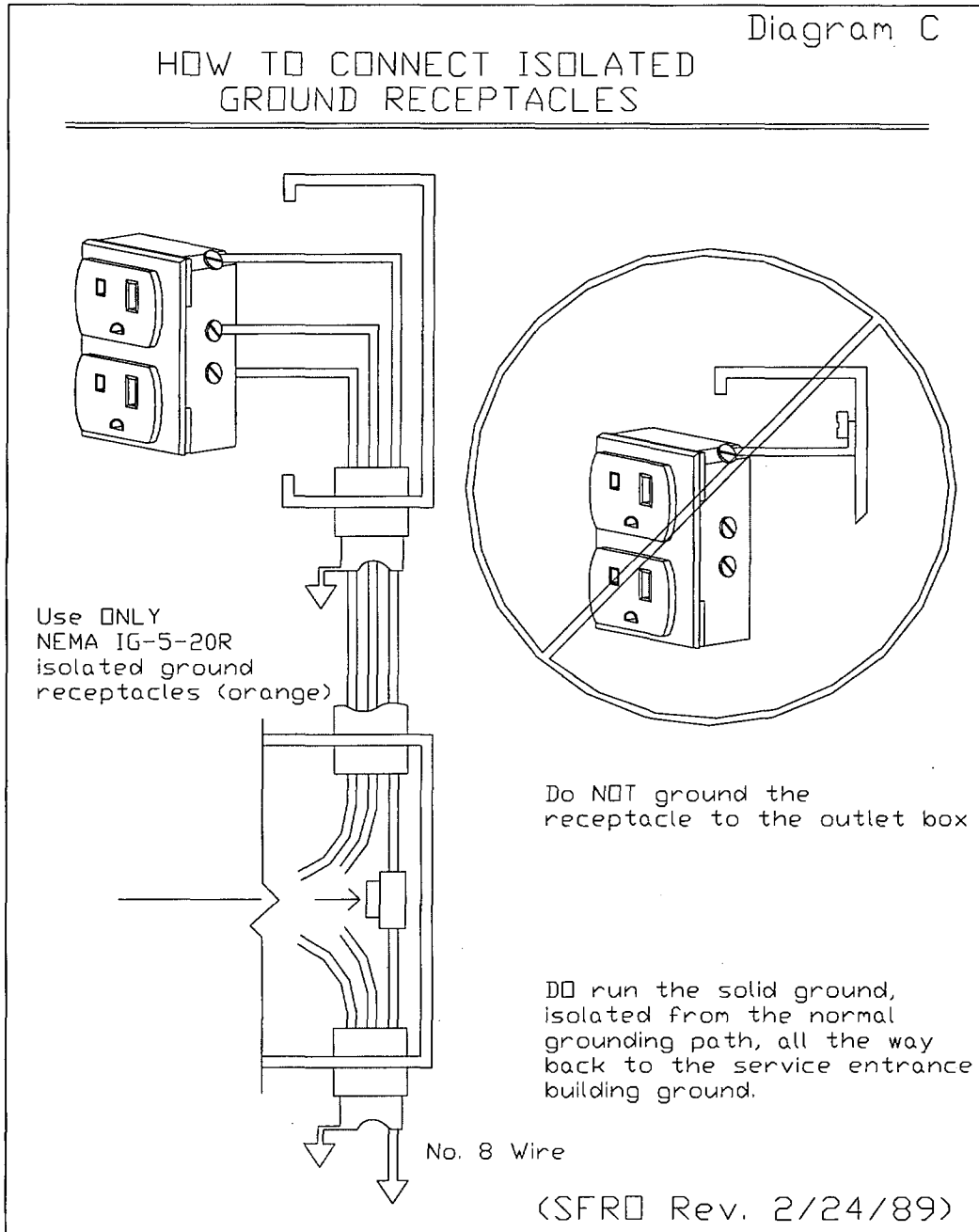
MD

PW

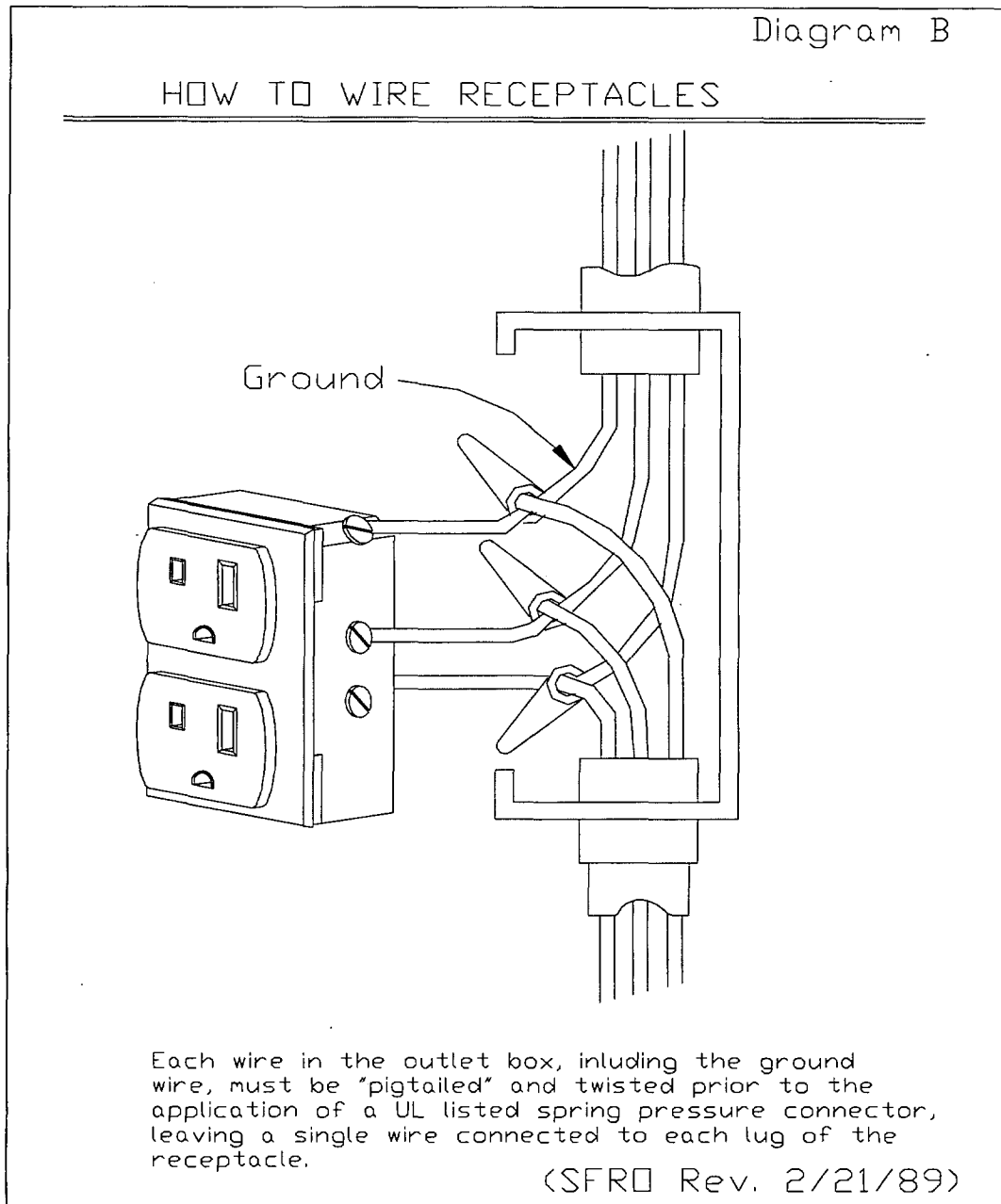
12.0 ATTACHMENTS

12.1. ATTACHMENT No. 1

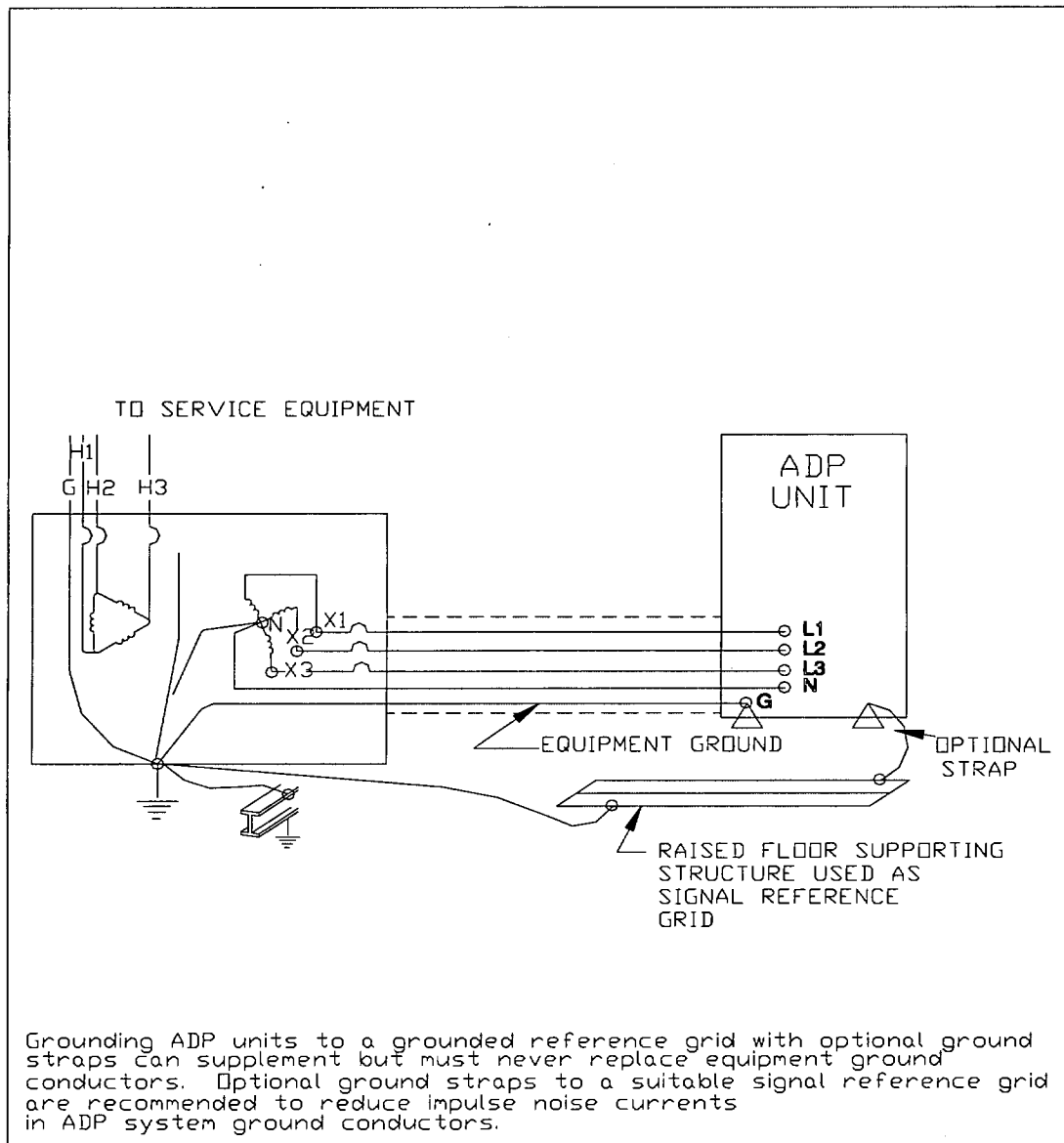




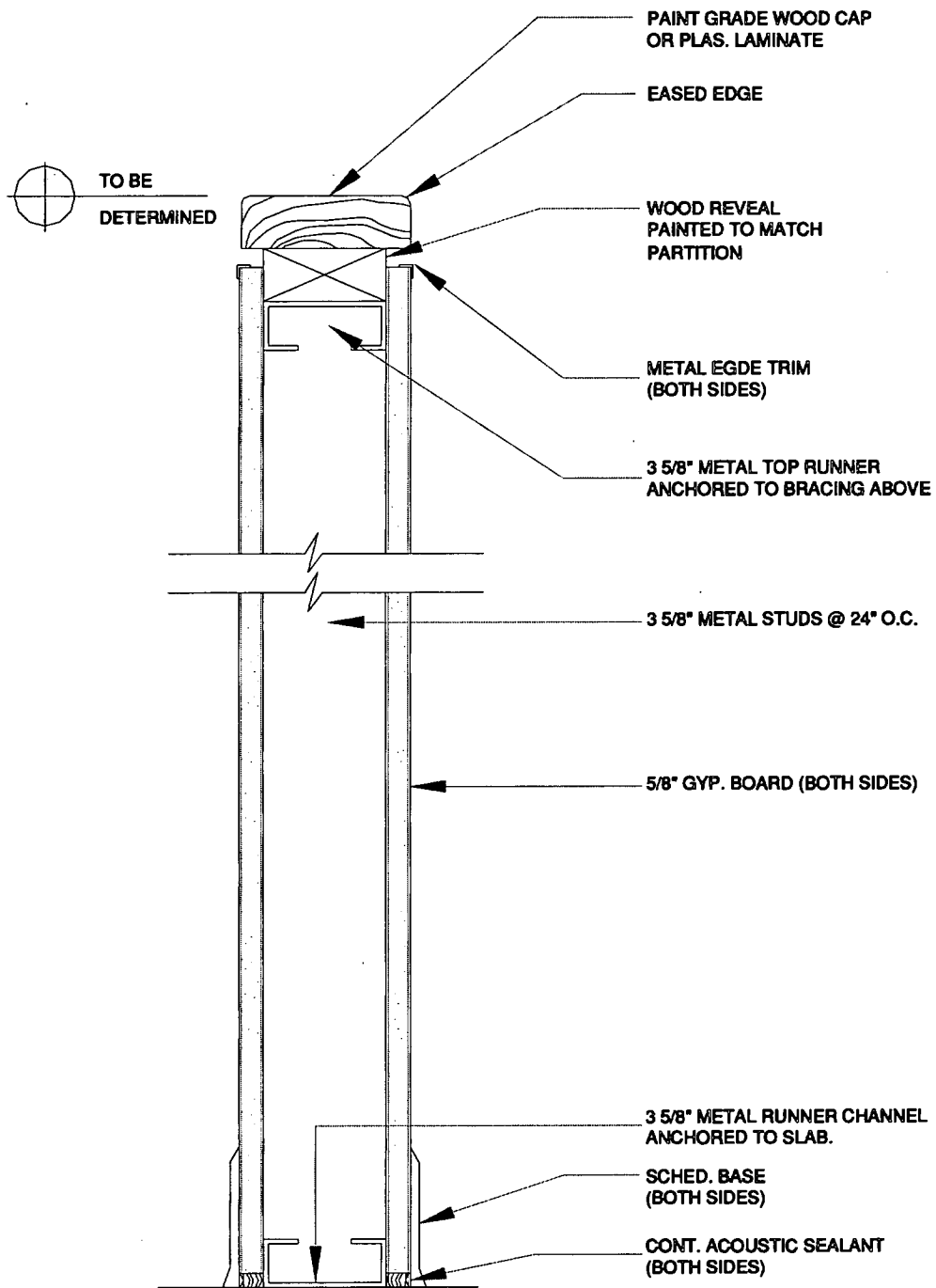
12.3. ATTACHMENT No. 3



12.4. ATTACHMENT No. 4

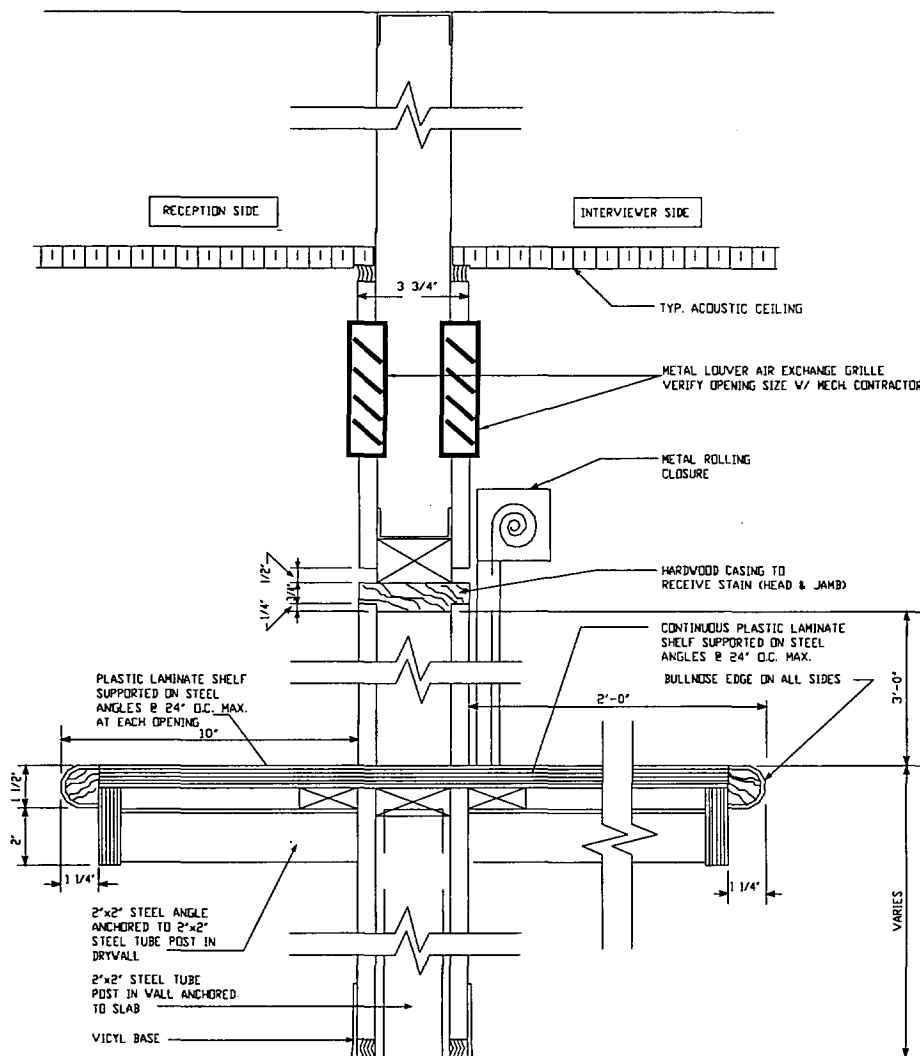


12.5. ATTACHMENT No. 5



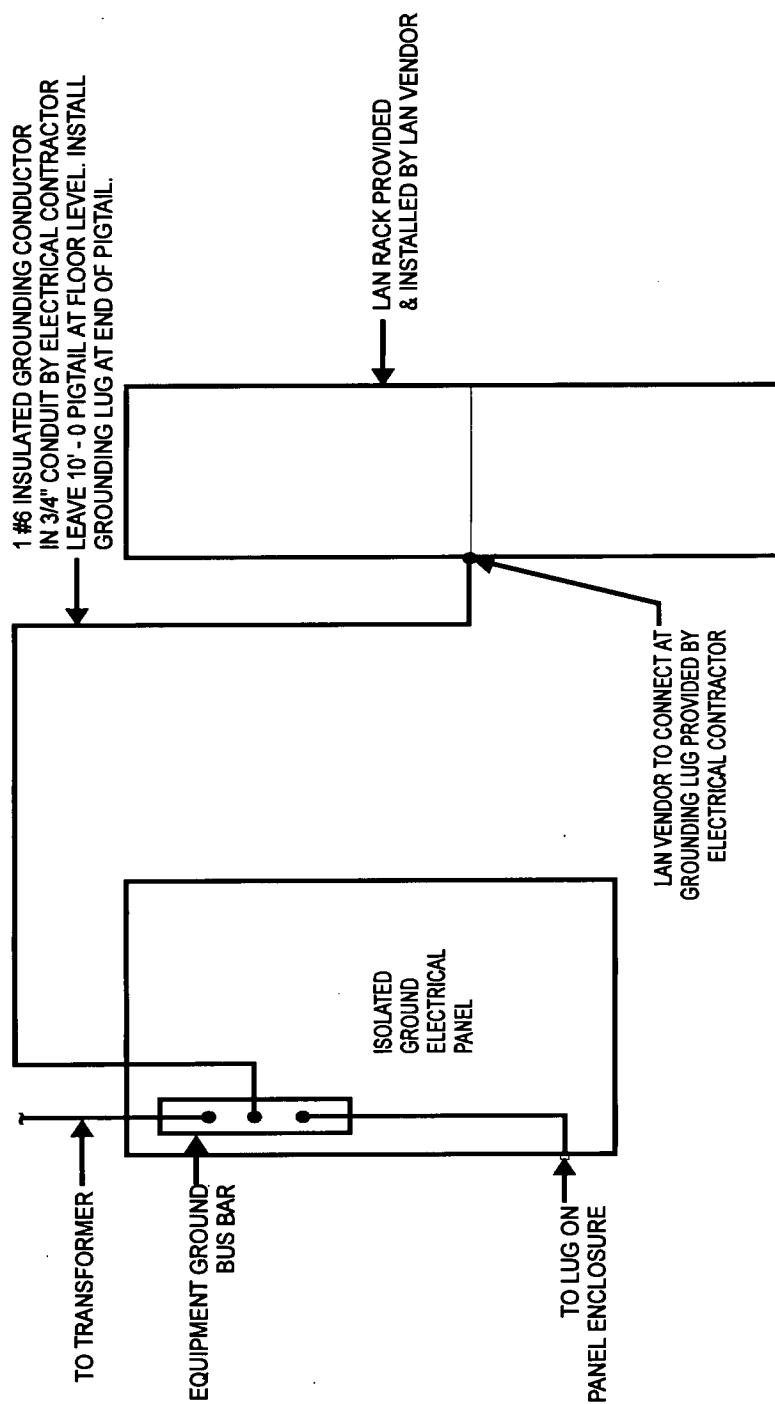
04 TYPE "B" PARTITION
3"=1'-0"

12.6. ATTACHMENT No. 6



CASED INTERVIEW OPENING-RECEPTION

SCALE: 3/8"=1'-0"



IWS - LAN RACK GROUNDING DETAIL

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12.8. ATTACHMENT No. 8

CABLE IDENTIFICATION

All cables shall be labeled with eleven numeric digits at both ends of the cable and on the outlet plate according to the eleven digits of the cable number.

All communication outlets at the workstation shall be labeled with the eleven digit cable number in the following manner:

RR = Regional Code

BB = Building Code

FF = Building Floor

WW = Wiring Center

XXX = Device Number

An example of this labeling scheme is demonstrated below:

09-5602-01001

Region = 09

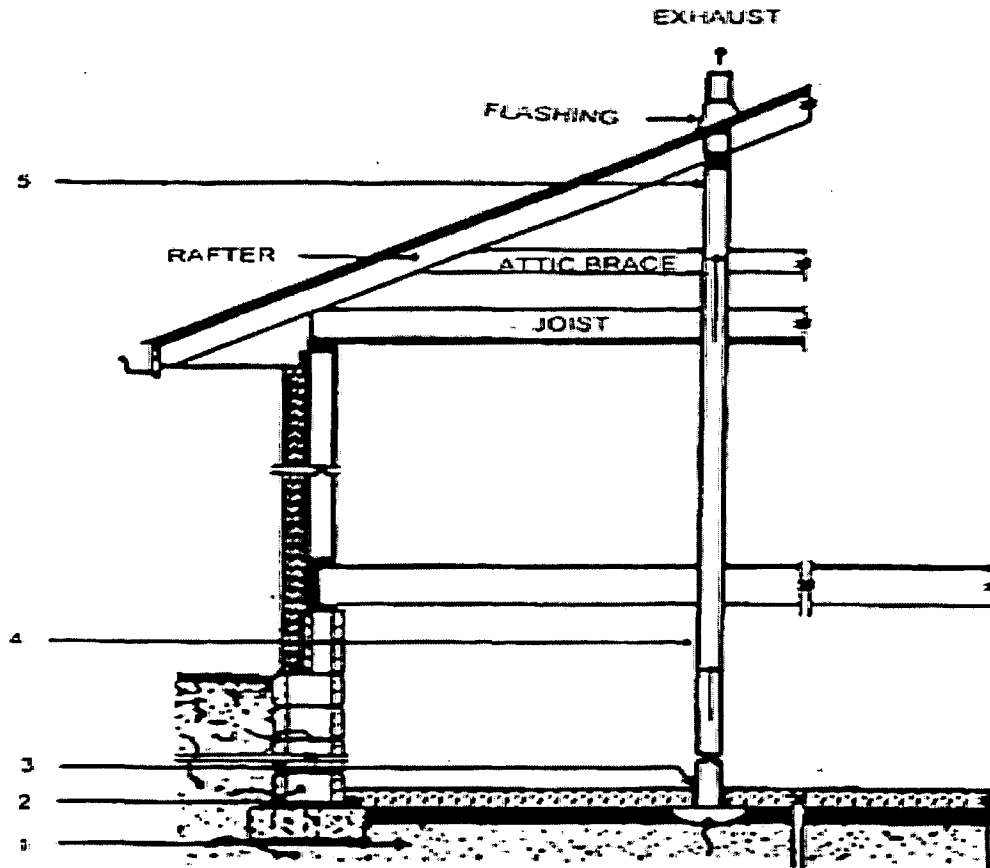
Building = 56

Floor = 02

Wiring Closet/Center = 01 Device Number = 001

RADON-RESISTANT TECHNIQUES FOR NEW BUILDING CONSTRUCTION

The techniques described below have proven to be effective in reducing the entry of radon gas into a building and preparing the building for easy installation of an active radon control system. This approach utilizes barriers to radon entry and stack effect reduction techniques to reduce the rate of radon entry, plus the installation of a PVC pipe running from beneath the slab to the roof where it dissipates. All new construction should be tested to ensure that the passive system has lowered the radon level below 4 pCi/l. If the level is above 4 pCi/l, the system can be modified by the addition of a fan and warning device.



1. Layer of gas permeable material, such as clean gravel, 4" thick.
2. Continuous layer of polyethylene sheeting under entire slab, overlapped at seams to serve as a soil-gas-moisture barrier.
3. Sealing and caulking of any openings through the slab and foundation walls, such as drains, sumps, utility penetrations, and floor-wall joints to retard soil-gas-moisture entry.
4. Installation of 3"—4" PVC pipe that extends from the gas permeable layer to the roof.
5. Roughed-in wiring for later installation of fan and system-failure warning device, if radon shows elevated levels.

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**AMENDMENT NO. 1
GS-05B-16805
CLEVELAND SE OHIO**

The SFO is amended to incorporate the following changes. If there is a conflict in the wording, this amendment takes precedence. All other provisions of the SFO shall remain unchanged.

5.15 CARPET TILE (APRIL 2000)

All space occupied by the Government shall be provided with carpet tile meeting the following specifications. (Resilient flooring shall be provided in areas identified elsewhere in this Solicitation.)

Interface Flooring Systems, Inc. MoistureGard carpet tile is to be newly installed and must meet the following specifications:

- Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF), soil-hiding nylon.
- Carpet pile construction: tufted level loop, level cut pile, or level cut/uncut pile.
- Pile weight: 28 ounces per square yard is the minimum for level loop and cut pile. 32 ounces per square yard is the minimum for plush and twist.
- Total weight: minimum of 130 ounces per square yard.
- Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.
- Pile height: minimum of 1/8 inch.
- Static buildup: maximum of 3.5 KV, when tested in accordance with AATCC-134.
- Carpet construction: minimum of 64 tufts per square inch.
- Ability to be installed in areas of excessive moisture (up to 10 lbs. per 1,000 square feet within 24 hours).
- Environmental requirements: Lessors shall use carpet tile that meets the "Green Label" requirements of the Carpet and Rug Institute.

Adherence to the Recycled Content Products (Comprehensive Procurement Guidelines) (JUL 2000) is not required as a part of this section, CARPET TILE (2000).

Adhesive used in the installation of carpet tile must meet manufacturer guidelines and standards (adhesive recommended by carpet tile manufacturer is suggested) to make certain the proper function of carpet tile and further ensure warranty is not voided.

Any and all changes to the above specification must be approved in writing by the contracting officer prior to installation (i.e. installation of carpet tile equal in quality and ability to Interface Flooring Systems, Inc. MoistureGard).

5.16 SLAB PREPARATION FOR CARPET AND VINYL TILE (APRIL 2000)

Floor preparation prior to installation of the carpet must meet the criteria as identified by the Carpet and Rug Institute publication No. CRI 104 (phone: 800-882-8846) and includes, but is not limited to the installation of a moisture barrier prior to pouring of slab (for new construction). Prior to installing carpet and vinyl tiles, the Lessor must provide written certification that alkalinity and moisture tests have been conducted, and that alkalinity and moisture levels are within the criteria established by Interface Flooring Systems, Inc. for MoistureGard carpet tile (or the manufacturer of approved equal). Included in the certification the Lessor must provide the moisture and alkalinity test data. No tiles are to be laid until written approval is given by the contracting office for another method to be used to make the slab acceptable for the installation of tiles. All costs incurred and any delays in accepting the space by the Government due to the slab not meeting the requirements are the Lessor's responsibility. The Lessor is strongly encouraged, as soon as possible after award, to obtain a copy of the Carpet and Rug Institute publication and to take the necessary steps to prepare the slab to meet the requirements. For new construction, plans to meet the requirements should be in place before the slab is poured.

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DATED: 12/18/01

The SFO is amended to incorporate the following changes. If there is a conflict in the wording, this amendment takes precedence. All other provisions of the SFO shall remain unchanged.

SSA INTELLIGENT WORKSTATION/LOCAL AREA NETWORK (IWS/LAN) REQUIREMENTS FOR SITE PREPARATION

8.10.1 IWS/LAN CONFIGURATION--GENERAL INFORMATION

The IWS/LAN components located in the SSA office will consist of bridges, token ring LAN's, workstations, and printers. The bridge equipment will consist of an IBM compatible PC attached to the Wide Area Network (WAN) via high speed 56k bit dedicated telephone lines and attached to the LAN via token ring adapter. The LAN will consist of an IBM compatible PC file server equipped with fixed disk storage, CD-ROM, removable storage, tape backup, and FAX machine.

The file server and LAN management PC will be attached to token ring Control Access Units (CAU's) and Lobe Attachment Modules (LAM's) via token ring adapters. The CAU's will be rack-mounted with patch panels to allow easy reconfiguration of cabling.

Workstations consist of IBM compatible PC desktop computers with fixed disk storage, floppy disk storage, and token ring adapters for connection to the LAN via the LAM's. Laser printers and dot matrix printers will be attached to the LAN either at the file server, workstation, or centrally located to the workstations via token ring interface.

All of the critical components of the LAN rack will be powered by an Uninterruptable Power Supply (UPS) in case of power failure. The UPS shall be provided by others.

Lessor is not responsible for the installation of the equipment -- only the site preparation.

If the work is to be done in an existing, operating SSA office, the SSA operation must continue the contractor must provide proper phasing of the work so as not to interfere with SSA operations.

8.10.2 HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REQUIREMENTS

The ADP room shall be maintained between 68 degrees and 78 degrees Fahrenheit. The HVAC system must be capable of maintaining ± 2 degrees F. of the thermostat setting. This condition must be maintained 24 hours a day, 7 days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system. The equipment located in the ADP room will be operational 24 hours a day, 7 days a week.

The IWS/LAN equipment located in the office area will operate in a standard office environment.

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8.10.3 MATERIALS AND EQUIPMENT TO BE PROVIDED BY THE LESSOR AS PART OF THE LEASE

DATA CABLE AND ACCESSORIES

1. Category 5E PVC cables, Bertek # 532281 or equivalent in non-plenum ceilings; Mohawk # M56168 or equivalent in plenum ceilings.
2. Category 5E RJ-45 T568A connector; AMP # 1116604-3 or equivalent.
3. Category 5E modular patch panel to be mounted in IWS/LAN rack and data outlets as needed to serve IWS/LAN workstations and equipment.
4. Faceplates, AMP SL series mounted in recessed outlet box inside columns or walls. Provide surface mounted box if interior of wall or column cannot be accessed.
5. Free standing single-device housings with a faceplate and a magnetic backing (IBM # 4760486) for all IWS/LAN equipment fed through the modular furniture.
6. A 12" wide wire mesh cable tray, mounted vertically on wall of ADP room behind LAN rack, extending from 6 inches above the ceiling to 6 inches from the floor for routing the data cables.
7. A No. 6 AWG copper ground conductor with THHN insulation, installed in 3/4- inch conduit from the LAN rack location to the isolated ground electrical panel (Panel RP-G) that provides power to the LAN rack. Terminate one end of the #6 ground conductor at the equipment ground bus in panel RP-G and leave 10 feet of #6 ground conductor neatly coiled at the LAN rack end for future connection to the LAN rack (by others) terminated with a ground lug.
8. One 4'x8'x1/2" sheet of plywood painted to match ADP room wall color. Mount at the Telephone switch location.

ELECTRICAL EQUIPMENT AND ACCESSORIES

1. One isolated ground panelboard (to be identified as RP-G) with the following features:
 - 208Y/120 volt, 3-phase, 4-wire with fully rated neutral bus and separate copper ground and isolated ground buses.
 - Minimum short-circuit rating of 10,000 RMS amperes.
 - Main circuit breaker, minimum ampacity equal to 125 percent of the total connected load as called for in this package and shown on the approved floor plans plus 25 percent space capacity based on equipment loads as listed in the table below.
 - Bolt-on type, 20 ampere, molded-case branch circuit breakers. Provide 25 percent spare breakers.
 - Typed circuit directory card matching the installed circuit layout.
2. General purpose receptacle panelboard (to be identified as RP-A) with the following features:
 - 208Y/120 volt, 3-phase, 4-wire with fully rated neutral bus and separate copper ground bus.
 - Minimum short-circuit rating of 10,000 RMS amperes.

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- Main circuit breaker, minimum ampacity equal to the total load as called for in this package and shown on the approved floor plans, plus 25 percent spare capacity, sized per NEC requirements.
 - One 3 -pole branch circuit breaker to feed panel RP-G sized to match the main circuit breaker in RP-G.
 - Bolt-on type, 20 ampere, molded-case branch circuit breakers. Provide 20 percent spare breakers.
 - Typed circuit directory card matching the installed circuit layout.
3. Isolated ground (IG) duplex receptacles, orange colored, NEMA 5-20R, Hubbell IG 5362, Arrow Hart IG 5362, or equal; orange colored.
 4. General purpose duplex receptacles, ivory colored, NEMA 5-20R, Hubbell, Arrow Hart, or equal.
 5. Building wire, THHN/THWN insulation, solid or stranded copper wire for No. 10 AWG and smaller; stranded copper wire for sizes No. 8 AWG and larger. Provide minimum size of No. 12 AWG.

8.10.4 SITE PREPARATION

1. ELECTRICAL INSTALLATION - GENERAL

- A) Install electrical equipment and accessories in accordance with the National Electrical Code and all local codes and ordinances.
- B) Install branch circuiting in electrical metallic tubing (EMT), minimum size 3/4". Install no more than three homeruns per conduit. Compression fittings are to be used on all conduit connections.
- C) Do not install isolated ground and non-isolated ground circuits in the same conduit.
- D) For non-isolated ground circuits provide one equipment ground wire per conduit run.
- E) For isolated ground circuits provide one neutral and one isolated ground wire for each circuit. In addition, provide one equipment ground wire per conduit run.
- F) Metal-clad cable, Type MC, may be installed recessed in walls if all neutral wires, isolated ground wires and equipment ground wires as listed above are contained in the cable.
- G) Provide color coding on 208Y/120 volt feeders and branch circuits as follows:
 - Phase A - black
 - Phase B - red
 - Phase C - blue
 - Neutral - white (provide red plastic tape at each splice point for neutral wires originating from the isolated ground panelboard.
 - Ground - green
 - Isolated Ground - Green with yellow bands or stripes. Solid green wire with yellow tape at splice/termination points is not acceptable.
- H) Provide color coding on 480Y/277 volt feeders and branch circuits as follows:

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- Phase A - brown
- Phase B - orange
- Phase C - yellow
- Neutral - white
- Ground - green

2. ELECTRICAL INSTALLATION - ISOLATED GROUND POWER

- A) Install RP-G in the ADP room. Do not locate the panel in the zone identified for the LAN rack.
- B) Provide a power feeder to the panel, preferably originating from RP-A, consisting of three phase conductors, one full-size neutral, one equipment ground (minimum No. 6 AWG) and one isolated ground conductor (minimum No. 6 AWG).
- C) The isolated ground conductor feeding RP-G must originate from either the building service ground or the neutral/ground bond of the local 208Y/120 volt transformer feeding RP-G and it must be run inside the feeder conduit. Provide one continuous isolated ground conductor from point of origin to RP-G.
- D) Provide isolated ground branch circuiting to isolated ground (IG) duplex receptacles in IWS/LAN systems furniture workstations. Connect a maximum of four workstations per 20-amp circuit. Provide an isolated ground (IG) duplex receptacle and isolated ground branch circuiting for each IWS/LAN workstation not associated with systems furniture, such as in the Manager's Office. The approved floor plan will show the location and number of workstations.
- E) Provide an IG duplex receptacle and isolated ground branch circuiting for each IWS/LAN printer (LP or DP), fax (FX), scanner workstation (SWS), and image server (IS). The approved floor plan will show the location and quantities.
- F) Provide two IG duplex receptacles, and isolated ground branch circuiting for each LAN rack shown on the approved floor plan. Connect both receptacles to the same phase but on separate dedicated circuits.
- G) All the receptacles for the computer equipment shall be isolated ground (IG) type and shall meet requirements of NEC 250-74 Exception No. 4.
- H) Adhere to the following for maximum number of isolated ground receptacles per circuit and connection criteria. Maximum load per circuit is 16 amps.

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Equipment	Load (Amps)	Maximum Per Circuit	Allowable Connection Criteria
Workstation (IWS)	4.0	4	Only with other workstations or image server; not with printers, faxes, or scanner workstation.
Laser Printer (LP)	7.8	2	With other printers, faxes or scanner workstation.
Digital Copier (DC)	12.0	1	Dedicated circuit
Dot Matrix Printer (DP)	2.5	4	With other printers, faxes or scanner workstation.
Fax (FX)	5.0	4	With other printers, faxes or scanner workstation.
Scanner Workstation (SWS)	3.5	1	With printers, or faxes.
Image Server (IS)	6.0	1	Only with other workstations or by itself; not with printers, faxes, or scanner workstation.
LAN Rack (Critical equipment)	2	1	Dedicated circuit (same phase as LAN rack non-critical equipment).
LAN Rack (Non-critical equipment)	2	1	Dedicated circuit (same phase as LAN rack critical equipment).

- I) Label each isolated ground receptacle with the panel designation and circuit breaker number it is connected to (e.g. "G-14"). Place typed, self-adhesive label on receptacle faceplate. Handwritten labels are not acceptable. Identify each breaker at the panel and the devices it serves on the circuit directory.

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3. ELECTRICAL INSTALLATION - GENERAL PURPOSE POWER

- A) Install panel RP-A within SSA controlled space preferably in the electrical closet serving the floor SSA occupies.
- B) Connect general purpose furniture receptacles to panel RP-A. Provide two circuits of different phases to each workstation telepower pole and connect the number "1" or "a" general purpose receptacles to one phase and the number "2" or "b" receptacles to the other. Connect not more than 10 receptacles per circuit. The same circuits may be used to serve multiple workstation groupings if the maximum number of receptacles per circuit is not exceeded.
- C) Provide additional standard electrical circuits and install receptacles as shown on the approved floor plan.
- D) Other building general purpose receptacles, mechanical loads and lighting may be connected to RP-A.

4. DATA CABLE INSTALLATION

- A) Install cable in neat symmetrical lines parallel to the centerlines of the building construction.
- B) Do not splice cable.
- C) Install cable in single runs between outlets and IWS/LAN rack in ADP room.
- D) Leave six inches of slack cable behind each outlet and 15 feet of slack cable as measured from the bottom of the wire mesh cable tray in the ADP room. After termination of cable onto patch panel and installation of patch panel into LAN rack coil excess cable in cable tray.
- E) Provide modular patch panel(s) and mount in IWS/LAN rack provided by SSA's LAN vendor. Provide sufficient ports in patch panel(s) for 10 per cent spare capacity.
- F) Data cable is to be a continuous run with no splices or butts and without kinks or sharp turns. The cable must not be laid immediately adjacent to fluorescent light, A/C power lines of motorized devices. Data cable must be installed to maintain the maximum separation from A/C power lines, six inches minimum.
- G) Support all cables in ceiling space on adjustable J-hooks rated for Category 5E cable with rolled edges and integral retainer clips. Provide J-hooks at 5 feet on - center.
- H) Ground cable tray according to N.E.C.
- I) Install cable in modular furniture within internal cable raceways.
- J) Terminate data cable at both ends with RJ-45 connector per TIA/EIA 568-A standards, with T568A wiring configuration.
- K) Install data connector into patch panel in ADP room and into faceplate at each data outlet as indicated on plans.

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L) Faceplates - Wall Mounted

1. Install each faceplate located at columns or walls in separate, recessed, wall-mounted outlet boxes.

M) Faceplates - Mounted in Herman Miller furniture systems.

1. Install either of the two methods listed below. Use the same method on all furniture.
 - a. Install surface mounted faceplate with Herman Miller adapter.
 - b. Install faceplate on raceway at base of systems furniture at unused power or data receptacle opening.

N) Faceplates - mounted in OEI furniture systems

1. Install surface mounted faceplate with OEI adapter.

O) Identify all the data cables at both ends by self-adhesive machine lettered (not handwritten) labels with the following numbering scheme. Attach labels onto faceplate of each data outlet and patch panels in ADP room.

1. Workstation cables - "C0001", "C0002", etc. (match the numbers with the modular furniture cubicle numbers, followed by workstations not associated with modular furniture, such as the Manager's Office).
2. Workstations in training area - "C" followed by four digit number in continuation of the workstation cable numbers under "1" above.
3. Laser printers - "C" followed by four digit number in continuation of the training workstation cable numbers under "2" above.
4. Digital Copiers - "C" followed by four digit number in continuation of the laser printer cable number under "3" above.
5. Line printers - "C" followed by four digit number in continuation of the digital copier cable number under "4" above (one per office).
6. FAX machine - "C" followed by four digit number in continuation of the line printer cable number "5" above.
7. Scanner Work Stations-"C" followed by four digit number in continuation of the FAX cable number "6" above (one per office).
8. Image Server-"C" followed by four digit number in continuation of the scanner workstation number under "7" above (one per office).

P) Cable Bundling

1. Bundle and loosely tie-wrap cables, sequentially in groups of twelve beginning with C0001, in the ADP room.
2. Wrap cables with Velcro-type straps in a manner that allows cables to be connected to LAN ports as needed by SSA. Do not use plastic tie-wraps.

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5. CABLE TESTING

- A) Per TIA/EIA-TSB67 testing standards.

6. AS-BUILT DRAWINGS

- A) Mark up, and provide to the local SSA manager, a desk layout drawing to show an "as built" status for electrical and data cabling, including an identification of all electrical and data circuits.
- B) Discuss all cabling drawing with the local manager to assure that all marked-up drawings are clear and understood.

8.10.5 SOCIAL SECURITY ADMINISTRATION MODULAR FURNITURE INSTALLATION MODIFICATIONS TO SITE

Lessor's site preparation may include upgrading the electrical distribution system, providing new transformers, feeders, and electrical power panels with an isolated grounding (IG) system if the existing system is not adequate to meet needs as stated in this package. It shall also include installing new branch circuit wiring for convenience and IG receptacles and installing data cables for computer hardware. The quantity of computer equipment required by this package may increase the HVAC requirements.

The data communications equipment that is not based in the ADP room will be located in the general office area.

Site preparation modifications shall be completed in two phases:

Phase I work involves upgrading the electrical distribution system and providing transformers, feeders and power panels as needed. This includes the installation of additional electrical ducts, conduit, and junction boxes near the modular furniture access points that will be identified on the designer's exact furniture layout and electrical schematic. It also includes upgrading the electrical system, providing new transformers, feeders, and electrical power panels with an isolated grounding (IG) system to meet needs as stated in this package, and installation of additional wiring/cabling from electrical power panels to junction boxes, telephone closets, and the Intelligent Workstation/Local Area Network (IWS/LAN) rack to access IWS/LAN workstations and printers. This phase of site preparation is to be completed prior to the installation of the modular furniture.

Phase II work occurs during modular furniture installation completed by a government contractor. It is anticipated that the electrician's work will begin approximately half way through the furniture installation. The exact scheduling of the Phase II work will be discussed in detail at the pre-installation meeting about 45 days prior to the installation of the furniture. This phase involves installing data and telephone cabling (telephone cable will be installed by a telephone contractor provided by the government) as described below. The lessor is required to connect the pigtail leads from the modular furniture to the wiring in the junction boxes, test all the prewired receptacles in the modular furniture, install data cables in the modular furniture raceways, and terminate all the data cables with the specified connectors. All of the Phase II site preparation work must be coordinated and done in conjunction with the furniture movers, furniture installers, and the telephone installers. Once Phase II work begins, it shall continue until the entire project is completed, including the installation of all modular furniture, electrical, data and telephone cabling. Exact schedules will be determined approximately 45 days before furniture installation occurs. The General Services Administration (GSA), the lessor, SSA, and contractors will meet to establish the schedule. It

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is anticipated that Phase II work will be completed in 5 calendar days which will probably include a Saturday and Sunday. Some areas of the office, such as reception and front end interviewing, may be identified as critical and will need to be completed in less than 5 days.

Note: The telephone cabling is not a part of the lessor's site preparation, but site preparation work must be coordinated with and accommodate a telephone contractor (provided by the government) to do the necessary cabling for the telephone system. The lessor shall provide conduit and junction boxes and wall plates for wall mounted telephone outlets in locations to be identified on the plans.

A. BACKGROUND ON THE SPECIFICS OF ELECTRICAL, TELEPHONE, AND DATA CABLING OF MODULAR FURNITURE PANELS

SSA will install prewired modular furniture. The office space shall be prepared electrically to power the furniture. GSA will provide a plan indicating the furniture layout and computer equipment to contractor.

The furniture is fitted with isolated ground receptacles and convenience receptacles. A group of furniture workstations are connected together electrically and terminate into an eight wire flexible whip, of which only seven wires are used. The whips will be passed through power poles and left in ceiling space for termination to electrical junction boxes by the lessor's electrical contractor. In case the office space is provided with an underfloor duct system for power distribution, the furniture whips will be left at the floor for termination into floor mounted junction boxes by the lessor's electrical contractor.

1. The modular furniture will be provided with both electrified and non-electrified panels.
2. The electrified panels will be provided with two separate metal raceways, one for power wiring and the other for data and telephone cables. Details of the modular furniture panels will be furnished to the successful offeror after lease award.
3. The raceway for power wiring will be located horizontally at the bottom of the furniture panel; the raceway for the data and telephone cables will be located horizontally at the top of the furniture panel.
4. The two raceways for power wiring, and for the data and telephone cables will be interconnected by vertical metal raceways at the corners and ends of some panels. These raceways are fitted with easily accessed raceway covers.
5. The modular furniture is provided with a prewired electrical system. The raceway is a plug-in type bus duct with a provision for plugging in power feed and receptacles. The bus duct has 8 conductors composed of four phase conductors, two neutral conductors, and two ground conductors.

SSA has chosen to use only 7 conductors. One of the phase conductors is not used. Two phase conductors, a neutral conductor, and an equipment ground conductor power two convenience outlet circuits. A third phase conductor, second neutral conductor, and an isolated ground conductor power an isolated ground receptacle circuit.

The furniture manufacturers offer 6 types of NEMA 5-20 receptacles. These are identified by numbers 1 through 6. Each type of receptacle, when plugged into a bus duct connects to a certain combination of phase, neutral, and ground conductors.

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SSA has opted to procure only three types of receptacles, which are No. 1, No. 2, and No. 5. (In Herman Miller furniture, the outlets are identified as A, B and C.) Receptacles No. 1 and No. 2, when plugged into the bus duct of the modular furniture connect to two different phase conductors, a common neutral conductor, and an equipment ground conductor. These are ivory in color and make up convenience outlets. Receptacle No. 5, when plugged into the bus duct of the modular furniture, connect to the third phase conductor, another neutral conductor, and the isolated ground conductor. These are orange in color and make up isolated ground outlets.

6. The modular furniture is also provided with empty raceways for telephone and data communication cabling to be utilized by SSA. The data cables installed in the bottom raceway along the power bus duct shall be kept to a minimum.
7. Panel schedules and circuit designator shall be provided for modular furniture isolated ground receptacles (type No. 5) and convenience receptacles (type No. 1 and type No. 2).
8. To accommodate the snap-in receptacles, the furniture panels will be prewired to meet the following requirements:
 - One circuit for a maximum of ten (10) No. 1 convenience duplex receptacles and ten (10) No. 2 convenience duplex receptacles.
 - One dedicated circuit for no more than four IG duplex orange receptacles for four IWS/LAN workstations and image server.
 - No more than two IG orange outlets for two laser printers, other printers, fax machines and scanner workstations.

NOTE: Depending on the configuration of the space offered, the printers and possibly some of the IWS/LAN workstations may be located outside of the modular furniture configuration. The lessor must furnish and install data cabling, electrical wiring, and IG electrical outlets as described in the IWS/LAN sections of these special requirements in those locations.

9. The furniture panel manufacturer will provide power poles with pigtails as an integral part of the furniture panels that will be coordinated by the furniture installer with the reflected ceiling plan. The pigtails will normally extend about 2 feet from the top end of the power poles. Extra length pigtails up to 18 ft. can be requested if necessary.
10. The electrical wiring to power pole raceways will consist of an electrical harness with 20-ampere capacity, UL approved, 8-wire system. The system can be connected to 208Y/120 volt, three phase service by using seven wires. (The pink wire is not used.) The system can also be connected to 120/240 volt, single-phase service by using six wires. (The red and pink are not used.)
11. All the raceways for power, data and telephone will be provided with a safety ground in accordance with the latest edition of the NEC.

B. LESSOR REQUIREMENTS AND RESPONSIBILITIES - PHASE I

1. ELECTRICAL - The lessor shall:
 - a. Provide additional electrical power requirements such as transformers, power panels RP-A and RP-G, and feeders, as required to meet the anticipated power demands. If the office needs an air-cooled step down transformer, it shall be located a minimum 8 feet away from the ADP room. This electrical riser

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information and a diagram of the electrical panels and feeders must be supplied to GSA within 30 days of the lease award. This information will be forwarded to SSA's electrical engineering firm to use for construction drawings for IWS/LAN and systems furniture installation.

- b. Determine the type of existing electrical service, e.g., 208Y/120 volts, 3 phase; or 480Y/277 volts, 3 phase; or 120/240 single phase. Verify that building service and transformer are large enough for the additional electric load.
- c. Provide Isolated Grounding System as indicated in SSA's Official Policy on the following pages.
- d. Provide wall or floor receptacles for IWS/LAN workstations, printers, etc. and IWS/LAN rack outside of the modular furniture area. These will be shown on the designer prepared floor plans. An IG duplex receptacle is required for each IWS/LAN workstation, printer, digital copier, fax, scanner, image server, and two IG receptacles are required for the IWS/LAN rack. Provide branch circuit wiring from the electrical power panels not to exceed the dedicated circuit requirements listed in paragraph A. 8. above.
- e. Provide and install additional electrical outlets and telephone outlets outside of the modular furniture area in accordance with GSA specifications and where shown on the designer prepared floor plan.
- f. Furnish and install suitably sized junction boxes, sufficient to handle the load, above the ceiling (with conduit) in the vicinity of the feeding points of the modular furniture panels.
- g. Provide branch circuit wiring from power panels to the junction boxes combining circuits in different junction boxes and other IG duplex receptacles so as not to exceed the maximum limits indicated in A. 8. above.
- h. Provide grounding wire for the LAN rack per "IWS/LAN Rack Grounding Detail" below. The LAN rack will be delivered and installed by SSA's IWS/LAN contractor.
- i. Temporarily cap-off the wiring in the junction boxes until modular furniture installation. Make all connections in power panels and keep the circuit breakers off.
- j. Mark each circuit with the breaker number and the computer hardware (IWS/LAN workstation, printer, or IWS/LAN rack) to be connected to it. Identify each breaker at the panel and the devices it serves. Identify receptacles on the electrical layout drawing with the same standard alpha/numeric marking system. It is especially important that all circuits be clearly identified at the breakers of the power panel, the junction boxes, and on the electrical layout drawing to preclude error and facilitate connections in Phase II of the project.
- k. Electrical conductors shall be labeled with a numerical code corresponding to the circuit breaker protecting the circuit.

2. DATA CABLING - The lessor shall:

- a. Provide category 5E, unshielded twisted pair data cables from the IWS/LAN rack in the ADP room to each of the printers and IWS/LAN workstations. Provide hangers and support for the cables in accordance with industry standards.

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The total length of each cable will vary in accordance with the equipment location, office layout, and space configuration. Equipment distribution will generally be uniform throughout the work area.

A total of _____ individual data cables with connectors will be required.

- b. Provide category 5E data connectors, patch panels, and wire mesh cable tray.
- c. Identify all data cables at both ends by machine lettered (not handwritten) labels.

3. OTHER CONSTRUCTION

The lessor shall complete all other construction and alterations necessary to comply with this solicitation for offers. As phase II work, which is described below, is being completed the office must be ready for immediate use by SSA Personnel.

C. LESSOR REQUIREMENTS AND RESPONSIBILITIES - PHASE II

1. ELECTRICAL - The lessor shall:

- a. Connect the pigtails of the pre-wired furniture panels to the branch circuit wiring in the junction boxes.
- b. Turn on the circuit breakers in the power panels for the circuits feeding modular furniture and test each receptacle in the furniture to verify that it is energized and connected properly.
- c. Identify each receptacle in the modular furniture by circuit number and the power panel, and update the directory in the power panel. Provide details on the electrical layout schematic to show the "as-built" status for all of the receptacles. A copy of the "as-built" plans shall be provided to the local manager.
- d. Provide a grounding wire for the LAN rack.

2. DATA CABLING - The lessor shall:

- a. Complete installation of the data cables from the IWS/LAN rack in the ADP room through the modular furniture panel raceways to each IWS/LAN workstation and each printer. Complete remaining installation of data cables outside of the modular furniture configuration.
- b. Install data connectors at both ends of all data cables installed.
- c. Make sure that both ends of each of the data cables are properly labeled. Provide details on the electrical layout schematic to show the "as-built" status for all the data cables.
- d. Conduct testing of each channel (i.e. from the jack at the office end to the jack at the patch panel in the ADP room) for all data cable runs in accordance with TIA/EIA Testing Standards.

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3. The lessor shall certify and submit the final "as-built" drawings, including the modular furniture wiring and cabling, to the local SSA manager.

All electrical/cabling work shall be performed in conformance with local electrical codes.

D. SCHEDULING AND COORDINATION

1. Lessor shall coordinate the access to the office with the local manager where space is currently occupied.
2. SSA may arrange to have the telephone equipment vendor complete the necessary telephone site preparation (precabing) activities during Phase I.
3. Following completion of Phase I site preparation, the office will be ready for furniture installation (Phase II). The agency will schedule a pre-installation meeting with GSA, the furniture installer, the telephone contractor and the lessor and his electrical and data cabling contractor(s). The meeting agenda will include clarification of Phase II activities, scheduling and determination of the specific Phase II installation start and end dates.
4. It shall be necessary for the lessor to have an adequate number of electricians on the job to keep pace with the furniture installers. Once the furniture installation begins on the designated date, the installation will proceed until the entire office has been completed.
5. All electrical/cabling work shall be completed in conformance with local electrical codes. GSA shall make final approval of the work performed.

E. INSPECTION AND AS-BUILT PLAN REQUIREMENTS

1. A pre-occupancy inspection of the completed work is to be made with representatives of the lessor, general contractor, electrical contractor, GSA, and SSA present.
2. The lessor shall furnish to GSA within two weeks of occupancy, as-built drawings of the completed work that shows the following as a minimum:
 - a. All usual building features such as partitions, doors, electrical panels and receptacles, telephone outlets, fire extinguishers, water fountains and plumbing fixtures.
 - b. All IWS/LAN component locations and identification markings for the following:
 - 1) Special electrical panels and receptacles.
 - 2) All electrical junction boxes where any IWS/LAN circuit components have been combined.
 - 3) Data cable ends.
 - 4) Intrusion alarm controls, sensors and related devices, where applicable.
 - 5) Any unusual features that may exist in addition to those listed above.

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3. SSA has hired an electrical engineering firm to provide construction drawings for the IWS/LAN and systems furniture electrical systems. Following completion of all work associated with the installation of the furniture and equipment, a "Pre-Travel Work Verification Form" (included in the construction documents) will be completed by the electrical and data contractors. This form will alert the electrical engineering firm to arrange for an inspection of the work performed to verify that it meets SSA requirements and complies with the construction drawings provided by the engineering firm.

8.10.6 DEFINITION OF TERMS SSA OFFICIAL POLICY

Use of the National Electric Code (NEC), Federal Information Processing Standards (FIPS) Publication 94 and SSA Definition of Dedicated Lines, Isolated Ground, Feeders and Branch Circuits, Convenience Receptacle Branch Circuits, and a Description of the Modular Furniture Feeds.

1. NEC & FIPS PUB. 94

The NEC is published by the National Fire Protection Association (NFPA) and is part of most building codes. Compliance with the latest edition of this code is mandatory for electrical installation to safeguard persons and property from hazards arising from the use of electricity. Some local building codes may also have additional requirements. FIPS Publication 94 dated September 21, 1983 and published by the U.S. Department of Commerce/National Bureau of Standards, provides guidelines on electric power for ADP installations. SSA's Division of Realty and Space Management insists upon site installations conforming to both NEC and FIPS 94.

2. Dedicated Line

A dedicated line is a separate branch circuit that runs from an isolated ground (IG) receptacle or series of IG receptacles to the breaker with the same or similar type of equipment plugged into it. A dedicated circuit will not share phase, neutral or ground wires with any other circuits. It does not mean that each electrical device, such as a computer terminal, has its own breaker. This would overtax the quantity of breakers required in each panel board.

Noncompatible devices such as typewriters, coffeepots, printers, controllers, microwave ovens, etc., should not be plugged into the workstation dedicated line. Further, a series of printers should have a separate dedicated line and each Intelligent Workstation/Local Area Network (IWS/LAN) rack should have its own dedicated line. This requirement is to reduce line noise and avoid sudden common voltage drops created by noncompatible devices.

A branch circuit can power six convenience receptacles as limited by the NEC. The code states that the continuous current supplied by a branch circuit shall not exceed 80 percent of the branch circuit rating. This would be 16 amps for a 20-amp circuit breaker.

Each receptacle must be marked with the breaker number to which it is connected. This may assure that noncompatible devices are not connected to the same breaker and dedicated line.

3. Isolated Ground (IG) - For Receptacles

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An IG in a branch circuit is a separate, insulated grounding wire that runs from an isolated grounding-type receptacle (usually orange in color) to the panel box. It is connected to a special insulated separate ground strip or bus which is in turn connected by an insulated wire to the main building service ground, avoiding any contact with the conduit, electrical boxes, and neutral bus. This grounding conductor may pass through one or more panel boxes without any connection to the panel box grounding terminal.

The main building service ground is a point at the electrical service entrance where the neutral of the incoming service or neutral of the service transformer is bonded to the service equipment ground. An IG should not run to an isolated earth ground or a water pipe.

This installation shall meet the requirements of FIPS PUB. 94 dated September 21, 1983, "Guidelines on Electric Power for ADP Installation" issued by the Bureau of Standards and the article 250-74 exception No. 4 of NEC.

The integrity of the isolated ground is essential to proper operation of the IWS/LAN equipment. The isolated ground is to be provided in addition to the electrical grounding as required by article 250 of the latest edition of the NEC, which is solely a safety requirement.

4. Feeder and Branch Circuit

A feeder is an electric circuit between the service equipment, such as a distribution board or a switch board, and a panel board.

A branch circuit is an electrical circuit between a breaker in the panel board and receptacles or devices on the floor.

A 4 wire 120 volt branch circuit for IG receptacles will have one phase wire connected to a circuit breaker, one neutral connected to the neutral bus in the panel, and one insulated ground wire connected to the isolated ground bus in the panel and one equipment ground wire connected to the equipment ground bus. In addition, the conduit and all the non-current carrying metallic parts of the system shall be grounded in accordance with the requirements of the NEC.

5. Convenience Receptacles Branch Circuits

One common neutral wire can be provided for two or three phase circuits provided these circuits are connected to circuit breakers of different phases. Consequently, two circuits connected to the same phase shall be provided with two separate neutral wires.

Therefore, a 4-wire 208 volt branch circuit will have two different phase wires, one neutral wire, and one equipment ground wire.

Similarly, a 5-wire 208 volt branch circuit will have three different phase wires, one neutral wire, and one equipment ground wire.

6. Modular Furniture Feed

A 7-wire 120/208 volt feed for the modular furniture will have one dedicated circuit and two convenience receptacle branch circuits. The dedicated circuit will have one phase wire, one neutral wire, and one IG wire. The two convenience receptacle branch circuits will have two phase wires, one neutral wire, and one safety ground wire. This safety ground wire will serve both the dedicated branch circuit and the convenience branch circuit.

7. IG Receptacle Circuiting Requirement

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No more than four IG receptacles for IWS/LAN workstations and image server per circuit.

No more than two IG receptacles for Laser printers and scanning work station per circuit.

Two IG receptacles each on a separate circuit for the IWS/LAN rack.

Digital copiers will be placed on a separate IG circuit.

If additional information is desired or you have questions about this policy, you may contact DRSM's electrical engineer, Mr. Mulchand Lala, 410-965-4948.

8. Provide

The word "provide" signifies that the contractor shall "furnish and install".

9. The latest edition of the NEC shall be used when installing at subject site.

8.10.7 ATTACHMENTS

Reference Attachments 12.1-12.4 for typical receptacle wiring diagrams.

Typical receptacle wiring in system furniture and typical IBM cable installation diagrams are available upon request.

**AMENDMENT NO. 3
GS-05B-16805
Cleveland SE Ohio**

The SFO is amended to incorporate the following changes. If there is a conflict in the wording, this amendment takes precedence. All other provisions of the SFO shall remain unchanged.

- Add the following paragraphs in Section 5 (as Paragraph 5.2A):

5.2A Electrical Riser System Information:

Provide one copy of the Electrical Construction Documents within thirty (30) days after receipt of Government provided design intent floorplans indicating the following:

- Written statement regarding whether or not the ceiling is used as a return air plenum
- Riser Diagram Drawing including:
 - a. Service voltage
 - b. Service entrance type & service entrance equipment size
 - c. Switchboard and panelboard schedules including voltage, mains, main circuit size, and number/location of spare/space's available
 - d. Interconnection of all switchboards, panelboards, and transformers
 - e. Sizes of all feeders to switchboards and panelboards
- Floor Plan(s) which include:
 - a. Location of incoming service, utility meter, and service entrance equipment
 - b. Location of all switchboards, panelboards and transformers

Note: SmithGroup's scope of work is to provide electrical and data construction documents for the entire IWS/LAN computer system and the association Systems Furniture, only. The above information is needed prior to submittal of the related sealed construction drawings and specifications.

(b) (7)(F)

PROJ DOW CRAANWOOD PKV DC	4299 CRAANWOOD PARK
Project No. 110	
FLOOR PLAN	
November 12, 2001	
P2	

(b) (7)(F)

DRAWING
ISSUE DATES
PRELIM.

REVISIONS

(b) (7)(F)

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	Clause No.	48 CFR Ref.	Clause Title
DEFINITIONS GENERAL	1	552.270-4	Definitions
	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery - Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises-Right of Entry
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space
INSPECTION	21	552.270-9	Inspection-Right of Entry
PAYMENT	22	552.232-75	Prompt Payment
	23	552.232-76	Electronic Funds Transfer Payment (Variation)
	24	552.232-70	Invoice Requirements
	25	52.232-23	Assignment of Claims
	26	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	27	552.203-5	Covenant Against Contingent Fees
	28	52.203-7	Anti-Kickback Procedures
	29	52.223-6	Drug-Free Workplace
ADJUSTMENTS	30	552.203-70	Price Adjustment for Illegal or Improper Activity
	31	52.215-10	Price Reduction for Defective Cost or Pricing Data
	32	552.270-13	Proposals for Adjustment
	33	552.270-14	Changes (Variation)
AUDITS	34	552.215-70	Examination of Records by GSA
	35	52.215-2	Audit and Records—Negotiation
DISPUTES	36	52.233-1	Disputes

INITIALS: MD & [Signature]
LESSOR GOVERNMENT

CLEVELAND SE OHIO
LABOR STANDARDS

LABOR STANDARDS	37	52.222-26	Equal Opportunity
	38	52.222-21	Prohibition of Segregated Facilities
	39	52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
	40	52.222-36	Affirmative Action for Workers with Disabilities
	41	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
SUBCONTRACTING	42	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	43	52.215-12	Subcontractor Cost or Pricing Data
	44	52.219-8	Utilization of Small Business Concerns
	45	52.219-9	Small Business Subcontracting Plan
	46	52.219-16	Liquidated Damages- Subcontracting Plan
ADVERTISING	47	552.203-71	Restriction on Advertising

INITIALS:

M.D.
LESSOR

&

PW
GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 - DEFINITIONS (SEP 1999)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

INITIALS: MP & PW
LESSOR GOVERNMENT

CLEVELAND SE OHIO

4. 552.270-23 - SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 - STATEMENT OF LEASE (AUG 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
 - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-25 - SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

INITIALS: MD & PN

LESSOR

GOVERNMENT

7. 552.270-26 - NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 - INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 - MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 - DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 - DEFAULT IN DELIVERY - TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
 - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;
 - (2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;
 - (3) Such other, additional relief as may be provided for in this lease, at law or in equity.
 - (4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (b) Delivery by Lessor of less than the minimum ANSI/BOMA Usable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.
- (c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

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12. 552.270-19 - PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 - EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (SEP 1999)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 - FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 - DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 - FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined

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by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 - COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 - ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 - ACCEPTANCE OF SPACE (SEP 1999)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Usable square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 - INSPECTION - RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 552.232-75 - PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

- (a) Payment due date

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- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
 - (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (b) Invoice and inspection requirements for payments other than rent.
- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.
- (c) Interest Penalty.
- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
 - (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
 - (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
 - (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a

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financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

(b) The Lessor shall provide the following information:

- (1) The lease number to which this notice applies.
- (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
- (3) Number of account to which funds are to be deposited.
- (4) Type of depositor account ("C" for checking, "S" for savings).
- (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.

(c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.

(e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-70 - INVOICE REQUIREMENTS (VARIATION) (SEP 1999)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

26. 552.270-20 - PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Usable square footage delivered will be confirmed by:
 - (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
 - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

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- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Usable square footage stated in the lease.
- (c) If it is determined that the amount of ANSI/BOMA Usable square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Usable square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

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"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
 - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
 - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
 - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
 - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

- (a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter-mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

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- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

30. 552.203-70 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applies to leases which exceed \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may--
 - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30

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calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

31. 52.215-10 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applies when cost or pricing data are required for work or service exceeding \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if--
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

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- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
- (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

32. 552.270-13 - PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details--
 - (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost --
 - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

33. 552.270-14 - CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
 - (1) Specifications (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or
 - (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Usable square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

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34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.215-2 - AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
 - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), ©, (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

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- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
 - (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or
 - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

36. 52.233-1 - DISPUTES (DEC 1998)

- (a) This contract is subject to the Contract Disputes act of 1978, as amended (41 U.S.C. 601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
 - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2)
 - (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

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- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

37. 52.222-26 - EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
 - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
 - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
 - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as

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amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

- (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

38. 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

39. 52.222-35 - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (DEVIATION)

- (a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Employment openings," as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

"Veteran of the Vietnam era" means a person who--

Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

- (b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the

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individual is a disabled veteran or veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability.

- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

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- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

40. 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

41. 52.222-37 - EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

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- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on:
- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

42 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995)

- (a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
- (1) The name of the subcontractor,
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

43. 52.215-12 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applies when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, which

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ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

44. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

- (1) "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- (2) "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (3) "Small business concern owned and controlled by socially and economically disadvantaged individuals" and "small disadvantaged business concern" mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

- (4) "Small business concern owned and controlled by women" means a small business concern--

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(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

45. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

(Applies to leases which exceed \$500,000.)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract," means any agreement means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
- (2) A statement of--
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to HUBZone small business concerns
 - (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (v) Total dollars planned to be subcontracted to women-owned small business concerns.

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- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns and (iv) women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, and (iv) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will-- (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms and in paragraph (j) of this clause, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A recitation of the types of records the offeror will maintain concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
 - (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether HUBZone small business concerns were solicited and if not, why not, (C) whether small disadvantaged business concerns were solicited and if not, why not, (D) whether women-owned small business concerns were solicited and if not, why not, and (E) if applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of

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each subcontractor. Contractors having commercial plans need not comply with this requirement.

- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business, HUBZone small business, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small, HUBZone small business, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small, HUBZone small business, small disadvantaged and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small business, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
 - (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

46 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small

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Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

47. 552.203-71 - RESTRICTION ON ADVERTISING (VARIATION) (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services.

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REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number GS-05B-16805	Dated 2/12/02
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 1999)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 6515.
 (2) The small business size standard applicable to this acquisition is average annual gross revenues of \$15 million or less for the preceding three fiscal years.
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it ☒ is, ~~is not~~ a small business concern.
 (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, that it ☒ is, ~~is not~~ a small disadvantaged business concern as defined in 13 CFR 124.1002.
 (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this section.) The Offeror represents as part of its offer that it ☒ is, ~~is not~~ a women-owned small business concern.
 (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that it—

(i) ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision]. The offeror shall check the category in which its ownership falls:

- ___ Black American.
 ___ Hispanic American.
 ___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 ___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 ___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 ___ Individual/concern, other than one of the preceding.

- (c) Definitions. Small business concern, as use in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, as use in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one ore more women; and
 (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern..

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that --

- (a) It [] has, [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [X] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that --

- (a) It [] has developed and has on file, [X] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) The Offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above MICHAEL DOWNING [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

(Applies to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
 - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☒ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has ☐ has not ☒ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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8. 52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d)

(b) (4)

(e) Type of organization.

- * Sole proprietorship;
- * Partnership, Not a corporate entity;
- * Corporate entity (not tax-exempt);
- * Corporate entity (tax-exempt);
- * Government entity (Federal, State, or local);
- * Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____.

(f) Common Parent.

- * Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- * Name and TIN of common parent:

Name _____
TIN _____

9. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: _____

OFFEROR OR

(b) (6)

(b) (6)

INITIALS:

M.D.

&

GOVERNMENT

GENERAL DECISION OH010002 09/07/01 OH2
General Decision Number OH010002

Superseded General Decision No. OH000002

State: Ohio

Construction Type:
HEAVY
HIGHWAY

County(ies):
STATEWIDE

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	03/02/2001
1	03/09/2001
2	03/23/2001
3	05/04/2001
4	06/08/2001
5	07/06/2001
6	07/20/2001
7	08/10/2001
8	09/07/2001

COUNTY(ies):
STATEWIDE

BRKY0007C 06/01/1998

Rates Fringes

LAWRENCE COUNTY:

BRICKLAYERS & STONEMASONS 21.67 6.70

BROH0001A 07/01/1998

Rates Fringes

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of

LESSOR:

M.I.D.

M.D.

9/7/01

Napoleon), PAULDING, PUTNAM & WILLIAMS COUNTIES:

BRICKLAYERS; STONEMASONS 21.65 5.00

BROH0001B 05/01/2000

Rates Fringes

ASHTABULA, CUYAHOGA, FULTON, GEauga, HANCOCK, HENRY, LAKE, LUCAS,
PUTNAM & WOOD COUNTIES:

CEMENT MASONS 21.80 6.00

BROH0001C 05/01/2000

Rates Fringes

BROWN, BUTLER, CLERMONT, DEFIANCE, ERIE, HAMILTON, HIGHLAND,
HURON, LORAIN, OTTAWA, PAULDING, SANDUSKY, SENECA, WARREN &
WILLIAMS COUNTIES:

CEMENT MASONS 21.03 6.00

COLUMBIANA, MAHONING & TRUMBULL COUNTIES:

CEMENT MASONS 20.73 6.30

MEDINA, PORTAGE, STARK & SUMMIT COUNTIES:

CEMENT MASONS 20.73 6.30

BROH0001D 05/01/2000

Rates Fringes

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, CARROLL,
CHAMPAIGN, CLARK, CLINTON, COSHOCTON, CRAWFORD, DARKE, DELAWARE,

FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GREENE, GUERNSEY, HARDIN,
HARRISON, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE,
LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY,
PIKE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, TUSCARAWAS, UNION,
VAN WERT, VINTON, WASHINGTON, WAYNE & WYANDOT COUNTIES:

CEMENT MASONS 20.38 6.00

LEECOR:

W.P.D.

GOVT:

BROH0003B 07/01/1998

Rates Fringes

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS & WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES:

BRICKLAYERS; STONEMASONS 22.50 6.72

BROH0005C 05/01/2001

Rates Fringes

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina) COUNTIES:

BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS 25.41 7.14

SANDBLASTERS 25.66 7.14

SEWER BRICKLAYERS; STACK BUILDERS; & SWING SCAFFOLDS 25.91 7.14

BROH0006E 05/01/2001

Rates Fringes

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS COUNTIES:

BRICKLAYERS; STONEMASONS 21.48 7.85

BROH0007E 06/01/2001

Rates Fringes

MEDINA (Wadsworth, Guilford, Westfield, Lafayette & Sharon Townships), PORTAGE, SUMMIT & WAYNE (Milford & Chippewa Townships) COUNTIES:

BRICKLAYERS 24.09 8.01

LESSOR:

GOVT:



BROH0007J 06/01/2001

Rates Fringes
MEDINA (Wadsworth, Guilford, Westfield, Lafayette & Sharon
Townships), PORTAGE, SUMMIT & WAYNE (Milford & Chipewa
Townships) COUNTIES:

STONEMASONS 23.40 5.18

BROH0008C 06/01/2000

Rates Fringes
COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton,
& Unity Townships and the city of New Waterford) & MAHONING
COUNTIES and the city of Youngstown:

BRICKLAYERS & STONEMASONS 21.89 7.93

BROH0009B 07/01/2000

Rates Fringes
BELMONT, JEFFERSON (Warren & Mt. Pleasant Townships & the Village
of Dillonvale) & MONROE COUNTIES:

BRICKLAYERS & STONEMASONS 22.20 6.08

BROH0010B 06/15/2001

Rates Fringes
COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships) COUNTIES:

BRICKLAYERS; STONEMASONS:

Project cost of \$70,000.00 & UP 23.50 4.10
Project cost Under \$70,000.00 15.50 4.10

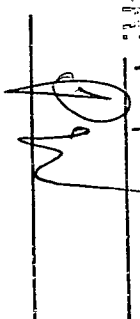
BROH0014B 07/01/2000

Rates Fringes

LESSON:

M.P.P.

GOVT:



HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale) COUNTIES:

BRICKLAYERS; STONEMASONS 22.97 5.29

BROH0015B 06/01/1999

Rates Fringes
NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) & WASHINGTON COUNTIES:

BRICKLAYERS; STONEMASONS 21.55 4.98

BROH0016B 05/01/2000

Rates Fringes
ASHTABULA, GEauga & LAKE COUNTIES:

BRICKLAYERS; STONEMASONS 25.04 6.95

BROH0018B 06/01/2000

Rates Fringes
BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

BRICKLAYERS; STONEMASONS 21.96 6.04

BROH0022D 05/01/2001

Rates Fringes
CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) & SHELBY COUNTIES:

BRICKLAYERS; STONEMASONS 22.50 6.59

BROH0032A 06/01/2000

Rates Fringes
GALLIA & MEIGS COUNTIES:

LESSOR:

GOVT:

M.P.D.
9/7/01

BRICKLAYERS & STONEMASONS 22.52 6.75

BROH0035B 01/01/1999

ALLEN, AUGLAIZE, MERCER & VAN WERT COUNTIES: Rates Fringes

BRICKLAYERS; STONEMASONS 19.80 5.12

BROH0039B 06/01/1997

ADAMS & SCIOTO COUNTIES: Rates Fringes

BRICKLAYERS; STONEMASONS 20.87 6.71

BROH0040C 05/01/2001

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE (Except Milton & Chippewa Townships) & WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES: Rates Fringes

BRICKLAYERS; STONEMASONS 22.95 7.10

BROH0043B 06/01/2001

TRUMBULL COUNTY (Except city of Youngstown): Rates Fringes

BRICKLAYERS; STONEMASONS 24.00 6.67

BROH0044B 01/01/1998

COSHOCTON, FAIRFIELD, KNOX & LICKING COUNTIES: Rates Fringes

BRICKLAYERS & STONEMASONS 18.80 6.10

GUERNSEY, HOCKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:

BRICKLAYERS & STONEMASONS 18.80 6.10

GOVT:

LESCOT

M.P.D.

[Signature]

BROH0045B 06/01/2000

Rates Fringes
FAYETTE, JACKSON, PIKE, ROSS & VINTON COUNTIES:

BRICKLAYERS & STONEMASONS 21.25 7.10

* BROH0046B 06/01/2001

Rates Fringes
ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) & WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the islands of Lake Erie north of Sandusky:

BRICKLAYERS & STONEMASONS 21.98 9.00

BROH0052B 06/01/1999

Rates Fringes
ATHENS COUNTY:

BRICKLAYERS & STONEMASONS 21.25 5.85

BROH0055C 06/01/1999

Rates Fringes
DELAWARE, FRANKLIN, MADISON, PICKAWAY & UNION COUNTIES:

BRICKLAYERS & STONEMASONS 21.00 6.35

CARP0003J 05/01/2000

Rates Fringes
MAHONING & TRUMBULL COUNTIES:

CARPENTERS 19.49 7.78

CARP0069C 05/01/2000

Rates Fringes
CARROLL, STARK, TUSCARAWAS & WAYNE COUNTIES:

CARPENTERS 19.96 6.37

Govt: M.R.D.
DL

CARP0069H 05/01/2000

Rates Fringes
COSHOCOTON, HOLMES, KNOX & MORROW COUNTIES:

CARPENTERS 19.40 6.35

CARP0171B 05/01/2000

Rates Fringes
BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE COUNTIES:

CARPENTERS 19.45 7.69

CARP0248F 07/01/2000

Rates Fringes
LUCAS & WOOD COUNTIES:

CARPENTERS 23.73 8.85

CARP0248I 07/01/2000

Rates Fringes
CARPENTERS:

DEFIANCE, HANCOCK, HENRY, PAULDING
& WILLIAMS COUNTIES 20.02 8.85

FULTON COUNTY 20.13 8.85

CARP0254C 05/01/2000

Rates Fringes
ASHTABULA, CUYAHOGA, GEauga & LAKE COUNTIES:

CARPENTERS 24.08 7.31

CARP0372B 07/01/2000

Rates Fringes
ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT COUNTIES:

LESSOR: M.P.D.

GOVT: PH

CARPENTERS 19.96 7.95

CARP0639C 05/01/2000 Rates Fringes

MEDINA, PORTAGE & SUMMIT COUNTIES:

CARPENTERS 22.96 6.84

CARP0735D 05/01/2000 Rates Fringes

ASHLAND, ERIE, HURON, LORAIN & RICHLAND COUNTIES:

CARPENTERS 19.05 6.59

CARP1311A 05/01/2000 Rates Fringes

CHAMPAIGN, CLARK & LOGAN COUNTIES:

CARPENTERS & PILEDRIVERMEN 22.42 4.73
DIVERS (4 Hours' Minimum Pay) 33.63 4.73

CARP1311H 05/01/2000 Rates Fringes

DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & SHELBY COUNTIES:

CARPENTERS & PILEDRIVERMEN 22.42 4.73
DIVERS (4 Hours' Minimum Pay) 33.63 4.73

CARP1311I 05/01/2000 Rates Fringes

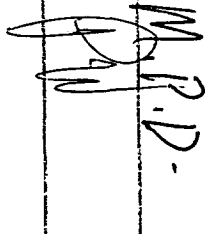
BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON & WARREN COUNTIES:

CARPENTERS & PILEDRIVERMEN 22.42 4.73
DIVERS (4 Hours' Minimum Pay) 33.63 4.73

CARP1393B 07/01/2000 Rates Fringes

LESSOR: M.P.D.

GOVT:



CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD COUNTIES:

PILEDRIVERMEN; & DIVERS' TENDERS 21.61 11.07

DIVERS - \$250.00 per day

CARP1393C 07/01/2000

Allen, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT
COUNTIES:

PILEDRIVERMEN; DIVERS' TENDERS 20.68 9.32

DIVERS - \$250.00 per day

CARP1871F 05/01/2000

BELMONT, HARRISON, & MONROE COUNTIES:
Rates Fringes

PILEDRIVERMEN; DIVERS, DRY 22.00 7.75
DIVERS, WET 33.00 7.75

DIVERS - 8 HOURS' PAY MINIMUM

CARP1871H 05/01/2000

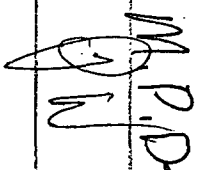
ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEauga, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT COUNTIES:
Rates Fringes

PILEDRIVERMEN; DIVERS, DRY 23.43 7.96
DIVERS, WET 35.15 7.96

DIVERS - 8 HOURS' PAY MINIMUM

CARP1871N 05/01/2000

CARROLL, STARK, TUSCARAWAS & WAYNE COUNTIES:
Rates Fringes

LETTER: M.P.D.
GOVT: 

PILEDRIVERMEN; DIVERS DRY 19.37 7.44
DIVERS, WET 29.06 7.44

DIVERS - 8 HOURS' PAY MINIMUM

CARP1871Q 05/01/2000

Rates Fringes
COSHOCOTON, HOLMES, KNOX & MORROW COUNTIES:

PILEDRIVERMEN; DIVERS, DRY 18.63 7.81
DIVERS, WET 27.95 7.81

DIVERS - 8 HOURS' PAY MINIMUM

CARP1871Q 05/01/2000

Rates Fringes
MAHONING & TRUMBULL COUNTIES:

PILEDRIVERMEN; DIVERS, DRY 20.40 7.85
DIVERS, WET 30.60 7.85

DIVERS - 8 HOURS' PAY MINIMUM

CARP2239A 07/01/2000

Rates Fringes
CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT COUNTIES:

CARPENTERS 20.27 9.35

* CARP2264M 01/01/2001

Rates Fringes
COLUMBIANA & JEFFERSON COUNTIES

PILEDRIVERMEN 23.19 8.26

CARP9904A 05/01/2000

Rates Fringes
ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,

M.P.D.
P.W.

GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON & WASHINGTON
COUNTIES:

CARPENTERS & PILEDRIWMEN	21.86	5.27
DIVERS (4 Hours' Minimum Pay)	32.79	5.27

ELEC0008B 05/28/2001

	Rates	Fringes
DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD COUNTIES:		

ELECTRICIANS:

Electricians	28.98	9.30
Cable Splicers	30.43	9.37

ELEC0032C 06/01/2000

	Rates	Fringes
ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland, Ridge & Salem Townships) COUNTIES:		

ELECTRICIANS	23.12	7.85
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ELEC0032D 06/01/1998

	Rates	Fringes
ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships) COUNTIES:		

LINE CONSTRUCTION:

Linemans	22.52	4.31+a
Equipment Operator	20.27	4.12+a
Groundman Truck Driver	14.43	3.63+a

FOOTNOTE:

a. Half day's Paid Holiday: The last 4 hours of the workday
prior to Christmas or New Year's Day

LESSOR:

M.P.P.

GOVT:

[Signature]

Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships) & WASHINGTON COUNTIES:

LINE CONSTRUCTION:

Linemen; Cable Splicers	24.10	6.66
Equipment Operators	21.69	6.21
Groundmen	15.67	5.10

ELEC0071E 01/01/2001

Rates Fringes
AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE & SHELBY COUNTIES:

LINE CONSTRUCTION:

Lineman	24.10	6.66
Equipment Operator	21.69	6.21
Groundman	15.67	5.10

ELEC0071F 05/28/2001

Rates Fringes
ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN COUNTIES:

LINE CONSTRUCTION:


Cable Splicer; Lineman	29.55	7.96
Equipment Operator	26.60	7.39
Groundman	20.69	6.23

ELEC0071J 01/01/2001

Rates Fringes
COLUMBIANA, MAHONING & TRUMBULL COUNTIES:

LINE CONSTRUCTION:

Lineman	24.10	6.66
Equipment Operator	21.69	6.21
Groundman	15.67	5.10

LEOCTO M.P.D.
GOVT: 

ELEC0071L 01/01/2001 Rates Fringes
 BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
 STARK, SUMMIT & WAYNE COUNTIES:

LINE CONSTRUCTION:
 Lineman 24.10 6.66
 Equipment Operator 21.69 6.21
 Groundman 15.67 5.10

ELEC0071O 01/01/2001 Rates Fringes
 BROWN, BUTLER, CLERMONT, HAMILTON & WARREN COUNTIES:

LINE CONSTRUCTION:
 Lineman 24.10 6.66
 Equipment Operator 21.69 6.21
 Groundman 15.67 5.10

ELEC0082B 05/28/2001 Rates Fringes
 CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
 (Wayne, Clear Creek & Franklin Townships) COUNTIES:

ELECTRICIANS 24.34 7.60

ELEC0129E 03/01/2001 Rates Fringes
 LORAIN (Except Columbia Township) & MEDINA (Litchfield &
 Liverpool Townships) COUNTIES:

ELECTRICIANS 27.25 6.85

* ELEC0129F 09/01/2001 Rates Fringes
 ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
 Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
 Greenfield, Fairfield, Fitchville & New London Townships)
 COUNTIES:

ELEC0071L M.P.D.
 GOVT

ELECTRICIANS 27.25 6.85

ELEC0141C 06/01/2001

BELMONT COUNTY: Rates Fringes

ELECTRICIANS 24.03 10.07
CABLE SPLICERS 24.28 10.07

ELEC0212C 11/01/2000

BROWN, CLERMONT & HAMILTON COUNTIES: Rates Fringes

SOUND COMMUNICATIONS:
Installer 18.00 3.475
Cable Puller 9.00 2.64

ELEC0212E 06/01/2000

BROWN, CLERMONT & HAMILTON COUNTIES: Rates Fringes

ELECTRICIANS 22.55 6.95

ELEC0245C 08/30/2000

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD COUNTIES: Rates Fringes

LINE CONSTRUCTION:

Cable Splicer 31.13 8.48+a
Heli-arc Welding 27.37 7.71+a
Lineman 27.07 7.65+a
Technician 26.26 7.48+a
Operator - Class 1 21.66 6.54+a
Operator - Class 2 18.95 5.98+a
Groundman/Truck Driver 16.19 5.42+a

LESSOR:

M.P.D.

FOOTNOTE:

a. 6 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day providing the employee has been on the payroll prior to the holiday, has worked the scheduled workday, preceding & the scheduled workday following such holiday (except excused absences)

ELEC02461 12/03/2000

	Rates	Fringes
CARROLL (South of Fox, Harrison, Rose & Washington Townships),		
COLUMBIANA (South of Butler, Fairfield, Knox, Salem & Unity Townships),		
HARRISON & JEFFERSON COUNTIES:		

ELECTRICIANS	25.00	12.88+a
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FOOTNOTE:

a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday

ELEC0306E 06/04/2001

	Rates	Fringes
MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships),		
PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships),		
SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships) COUNTIES:		

ELECTRICIANS:

Electrician	27.00	8.065
Cable Splicer	29.16	8.16

ELEC0317B 05/30/2001

	Rates	Fringes
GALLIA & LAWRENCE COUNTIES:		

ELECTRICIANS	23.11	11.04
CABLE SPLICERS	24.27	11.08

M.P.D.
P.J.

ELEC0317H 06/01/1998

Rates Fringes
ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS, PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &

Wilkesville Townships) COUNTIES:

LINE CONSTRUCTION:

Linemen	21.42	8.40
Cable Splicers	23.66	8.48
Equipment Operators	17.14	8.25
Groundmen	13.92	8.14

ELEC0540C 06/05/1997

Rates Fringes
TUSCARAWAS COUNTY (North of Auburn, Clay, Rush & York Townships)

LINE CONSTRUCTION:

Lineman; & Cable Splicer	21.86	9.01
Line Equipment Operator	19.02	8.69
Groundman; & Truck Driver	14.65	8.18

ELEC0540E 06/04/2001

Rates Fringes
CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), & WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES:

ELECTRICIANS

24.10 11.00

ELEC0573C 06/01/2000

Rates Fringes
ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEauga (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham

LESSOR:

M.P.P.D.

Townships) & TRUMBULL (Except Liberty & Hubbard Townships)
COUNTIES:

ELECTRICIANS

25.03

7.28

ELEC0575A 05/30/2001

Rates

Fringes

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships) COUNTIES:

ELECTRICIANS

25.65

7.30

* ELEC0648A 09/03/2001

Rates

Fringes

BUTLER & WARREN (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships) COUNTIES:

ELECTRICIANS:

Electricians

22.73

6.40

Cable Splicers

23.23

6.42

ELEC0673D 05/28/2001

Rates

Fringes

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEauga (Burton, Chardon, Claridon, Hamden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) & LAKE COUNTIES:

ELECTRICIANS:

Electricians

26.03

10.00

Cable Splicers

26.28

10.01

ELEC0683B 07/31/2000

Rates

Fringes

GOVT:

M.P.D.

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON,
PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison,
Monroe, Muhlenberg, Scioto, Walnut & Washington Townships) &
UNION COUNTIES:

ELECTRICIANS:
Electricians 23.75 7.26
Cable Splicers 24.35 7.28

ELEC0688D 06/01/2000

Rates Fringes
ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley &
Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard,
Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown &
Jefferson Townships), MARION, MORROW, RICHLAND & WYANDOT
(Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships)
COUNTIES:

ELECTRICIANS 23.71 8.10

ELEC0867B 06/01/1998

Rates Fringes
ERIE COUNTY:

LINE CONSTRUCTION:
Lineman; Cable Splicer; &
Equipment Operator 20.75 4.09

Truck Driver (Winch) Groundman; &
Groundman 13.49 3.87

ELEC0972B 06/01/2000

Rates Fringes
ATHENS, METGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox,
Madison, Vinton & Wilkesville Townships) & WASHINGTON COUNTIES:

ELECTRICIANS:
Electricians 23.30 12.61
Cable Splicers 23.55 12.62

LESSOR:

M.P.D.

GOVT:

[Signature]

ELEC1105A 06/04/2001

Rates Fringes

COSHOCOTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY & TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES:

ELECTRICIANS

22.12

6.56

* ENG10018C 05/01/2001

Rates

Fringes

ASHTABULA, CUYAHOGA, ERIE, GEauga, LAKE, LORAIN, MEDINA, PORTAGE & SUMMIT COUNTIES:

POWER EQUIPMENT OPERATORS:

MASTER MECHANIC

26.03

7.10

GROUP 1

25.78

7.10

GROUP 2

25.68

7.10

GROUP 3

24.64

7.10

GROUP 4

23.42

7.10

GROUP 5

18.73

7.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Asphalt Plant Engineer (Cleveland District only); Barrier Moving Machine; Boiler Operator; Compressor or Generator when mounted on a Rig; Boom Truck; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Cap.); Concrete Pump; Crane; Cherry Picker; Derrick; Dragline; Dredge (Dipper, Clam or Suction); Floating Equipment; Elevating Grader or Euclid Loader; Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe; Hoisting Engine; Hoisting Engine on Shaft or Tunnel Work; Horizontal Directional Drill(over 500,000 ft. lbs. thrust) Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine; Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Refrigerating Machine (Freezer Operation); Rotary Drill on Caisson Work; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine

LESSOR:

M.P.D.

GOVT:

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(Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; Hydraulic Gantry (Lifting System); Rail Tamper (w/Auto Lifting & Alignment Device); Rough Terrain Fork Lift with Winch/Hoist

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI type); Bobcat type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Hydro Milling Machine; Lighting & Traffic Signal Installation Equipment; Boring Machine Operator (more than 48"); Bulldozer; Endloader; Kolman-Loader (production type-Dirt); Lead Grease Man; Maintenance Operator Class B (PORTAGE & SUMMIT COUNTIES ONLY); Power Grader; Power Scraper; Push Cat; Trench Machine (24" wide & under); Concrete Grinder/Planer; Pettibone-Rail Equipment; & Vermeer type Concrete Saw; Material Transfer Equipment (shuttle buggy) Asphalt

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Roller; Asphalt Plant Engineer (PORTAGE & SUMMIT COUNTIES ONLY); Highway Drills; Locomotive (narrow gauge); Mixer, Concrete (more than one bag cap.); Mixer, one bag cap. (Side Loader); Power Boiler, 15 lb. Pressure & Over; Pump Operator installing & operating Well Points; Pump (4" & over discharge); Utility Operator (Small equipment); Welding Machine & Generator; Bobcat Type and/or Skid Steer Loader; Switch & Tie Tamper (w/o Lifting & Aligning Device); Railroad Tie Insert/Remover; & Rotovator (Lime-Soil Stabilizer)

GROUP 4 - Backfiller & Tamper; Bar & Joint Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saws (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment; Fork Lift (highway), except Masonry; Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker, Hydraulic or Cable; Plant Mixer; Post Driver; Post Hole Digger; Power Brush Burner; Power Form handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot Roller or Grader); Vibratory Compactor (with integral power); & Ballast Re-Locator

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M.P.D.

GOVT:

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GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (In Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat - Launch; Power Scrubber; Power Sweeper; Oil Heater (Asphalt Plant); Oiler; Power Driven Heater (Oil Fired); Pump (under 4" discharge); Tire Repairperson; VAC/ALLS & Signalperson

ENGI0018D 05/01/2000

Rates

Fringes

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD & WYANDOT COUNTIES:

POWER EQUIPMENT OPERATORS:

MASTER MECHANIC

GROUP 1	23.74	7.10
GROUP 2	23.49	7.10
GROUP 3	23.37	7.10
GROUP 4	22.33	7.10
GROUP 5	21.15	7.10
	16.59	7.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Cap.); Concrete Pump; Crane (Including Boom Truck, Cherry, Picker); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid loader; Floating Equipment; Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe; Hoisting Engine on Shaft or Tunnel Work; Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator

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GOVT:

Pd

Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine; Power Shovel; Prentice Loader; Quaa 9 (Double Pusher); Refrigerating Machine (Freezer Operation); Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; Hydraulic Gantry (Lifting System); Rail Tamper (w/Auto Lifting & Alignment Device)

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Kolman-type Loader (production type-Dirt); Lead Greaseman; Power Grader; Power Scraper; Push Cat; Trench Machine (24" wide & under); Concrete Grinder/Planer; Pettibone-Rail Equipment; Vermeer type Concrete Saw; Hydro Milling Machine; Lighting & Traffic Signal Installation Equipment

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Locomotive (narrow gauge); Mixer, Concrete (more than one bag cap.); Mixer, one bag cap. (Side Loader); Power Boiler, 15 lb. Pressure & Over; Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller - Asphalt; Utility Operator (Small equipment); Welding Machine; Bobcat Type and/or Skid Steer Loader; Switch and Tie Tamper (w/o Lifting & Aligning Device);

Highway Drills; Railroad Tie Insert/Remover; & Rotovator (Lime-Soil Stabilizer)

GROUP 4 - Backfiller; Bar & Joint Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway, except Masonry); Finishing Machine; Fireperson, Floating Equipment; Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); Power Brush Burner; Power Form Handling Equipment; Vibratory Compactor with Integral Power; & Ballast Re-Locator

GOV:

M. P. D.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (In Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat - Launch; Power Scrubber; Power Sweeper; Oil Heater (Asphalt Plant); Oiler; Power Driven Heater; Pump (under 4" discharge); Tire Repairperson; VAC/ALLS & Signalperson

ENG10066A 06/01/2000

COLUMBIANA, MAHONING & TRUMBULL COUNTIES: Rates Fringes

POWER EQUIPMENT OPERATORS:

HAZARDOUS/TOXIC WASTE PROJECTS:

GROUP 1	27.47	10.56
GROUP 2	27.14	10.56
GROUP 3	25.22	10.56
GROUP 4	22.69	10.56
GROUP 5	19.68	10.56

ALL OTHER WORK:

GROUP 1	22.89	10.56
GROUP 2	22.62	10.56
GROUP 3	21.02	10.56
GROUP 4	18.91	10.56
GROUP 5	16.40	10.56

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe - Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable Concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bulclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall - Scraper or Scoop;

Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane - Electric

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07/7/01

Overhead; Crane - Rough Terrain; Crane - Side Boom; Crane - Truck; Crane - Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not Trencher or Road Widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Gurry, Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist - Stationary & Mobile Tractor; Hoist, 2 or 3 Drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver, Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier Mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regular-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or Similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring Machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home Building Only); Fork Lift Walk Behind (Hoisting over 1 Buck High); Form Line Machine; Grease Truck Operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting Building Materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump Type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or Similar Type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant- Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, Self-Propelled; Drill Wagon; Fork Lift & Tulls;

LESSOR:

M.P.D.



Generator Set; Generator-Steam; Heater-Portable Power;
Hydraulic Manipulator Crane; Jack-Hydraulic Power Driven; Jack
Hydraulic (Railroad); Ladavator; Minor Machine Operator;
Mixer-Concrete; Mulching Machine; Pin Pulver; Power Broom;
Pulverizer; Pump; Road Finishing Machine (Pull type); Saw-
Concrete-Self-Propelled (Highway Work); Signal Person; Spray
Cure Machine - Motor Powered; Stump Cutter; Tractor; Trencher
Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; &
Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

ENGI0066H 06/01/2000

	Rates	Fringes
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POWER EQUIPMENT OPERATORS (Demolition of single family dwellings & apartments):		
Oilers	16.40	10.56
All Other Work	22.62	10.56

IRON0017B 08/01/2001

	Rates	Fringes
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ASHTABULA (North of Route 6, starting at the Geauga County line,
proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern
2/3), GAUGA, HURON (East of a line drawn from the north border
through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of
Old Rte. #224), PORTAGE (West of a line from Middlefield to
Shalersville to Deerfield) & SUMMIT (North of Old Rte. #224,
including city limits of Barberton) COUNTIES:

IRONWORKERS:

Ornamental; Reinforcing & Structural	25.85	11.83
Sheeter	26.10	11.83

IRON0044B 06/01/2001

	Rates	Fringes
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ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT,
CLINTON (South of a line drawn from Blanchester to Lynchburg),
HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of
county inside lines drawn from Marshall to Lynchburg from the

LESCOTT

M.P.P.

07/7/01

northern **county** line through E. Monroe to Marshall) & WARREN
(South of a line drawn from Blanchester through Morrow to the
west **county** line) COUNTIES:

IRONWORKERS:

Ornamental; Structural	22.60	10.44
Fence Erector	20.34	10.44

IRON0055C 07/01/2001

Rates Fringes

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet
through N. Liberty to the northern border & from said Hwy
junction point due west to the border), DEFIANCE (S. of a line
drawn from where Rte. #66 meets the northern line through
Independence to the eastern **county** border), ERIE (Western 1/3),
FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to
a point 4 miles south of the northern line on the eastern line),
HENRY, HURON (West of a line drawn from the northern border
through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a
line drawn from the northern border down through Miller City to
where #696 meets the southern border), SANDUSKY, SENECA,
WILLIAMS (East of a line drawn from Pioneer through Stryker to
the southern border), WOOD & WYANDOT (North of Rte. #30)
COUNTIES:

IRONWORKERS:

Fence Erector	18.43	10.72
Flat Road Mesh	19.43	11.11
Tunnels & Caissons Under Pressure	24.65	11.11
All Other Work	24.15	11.11

IRON0147C 06/01/2001

Rates Fringes

ALLEN (Northern half), DEFIANCE (Northern part, excluding south
of a line drawn from where Rte. #66 meets the northern line
through Independence to the eastern **county** border), MERCER
(Northern half), PAULDING, PUTNAM (Western part, excluding east
of a line drawn from the northern border down through Miller
City to where #696 meets the southern border), VAN WERT &
WILLIAMS (Western part, excluding east of a line drawn from
Pioneer through Stryker to the southern border) COUNTIES:

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IRONWORKERS

21.20

10.67

IRON0172B 06/01/2001

Rates

Fringes

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth),
COSHOCOTON (West of a line beginning at the northwestern **county**
line going through Walhonding & Tunnel Hill to the southern
county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD,
FAVETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead
to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON
(Northern half), KNOX, LICKING, LOGAN (Eastern one-third),
MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at
Adams Mill going to Adamsville & going from Adamsville through
Blue Rock to the southern border), PERRY, PICKAWAY, PIKE
(Northern half), ROSS, UNION, VINTON & WYANDOT (South of Rte.
#30) COUNTIES:

IRONWORKERS

22.35

10.16

* IRON0207D 06/01/2001

Rates

Fringes

ASHTABULA (Southern part starting at the Geauga **County** line),
COLUMBIANA (E. of a line from Damascus to Highlandtown),
MAHONING (N. of Old Route #224), PORTAGE (E. of a line from
Middlefield to Shalersville to Deerfield) & TRUMBULL COUNTIES:

IRONWORKERS:

Fence Erector; & Pre-cast Bridge

Culverts

17.53

10.55

Ornamental; Reinforcing; Structural

24.65

10.55

Layout; Sheeter

25.65

10.55

* IRON0290B 06/01/2001

Rates

Fringes

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn
from east to the west **county** line going through Oxford,
Dartown & Wooddale), CHAMPAIGN (Excluding east of a line drawn
from Catawla to the point where #68 intersects the northern
county line), CLARK (Western two-thirds), CLINTON (Excluding

M.P.D.
P.W.

south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern **county** line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern **county** line meets the western **county** line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western **county** line) COUNTIES:

IRONWORKERS:

Within 25 mile radius of		
L.U. #290 Office, Dayton	22.15	10.55
Beyond 25 mile radius of		
L.U. #290 Office, Dayton	22.30	10.55

IRON0348C 05/01/2001

Rates

Fringes

ASHTABULA **COUNTY** (Eastern part from Lake Erie on the north to Route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships):

IRONWORKERS:

Ornamental; Reinforcing; &	21.70	12.27
Structural		
Sheeter	23.87	12.27

IRON0372B 06/01/2001

Rates

Fringes

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of **county** inside lines drawn from Marshall to Lynchburg from the northern **county** line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west **county** line) COUNTIES:

IRONWORKERS, Reinforcing:

Up to & including 25-mile radius		
of Hamilton County Courthouse	21.86	10.22
Beyond 25-mile radius of Hamilton		
County Courthouse	22.00	10.22

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COPIES

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IRON0549C 07/01/2001

Rates Fringes
BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM
(Excluding portion west of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the south border) COUNTIES:

IRONWORKERS

23.74

11.91

IRON0550D 05/01/2001

Rates Fringes
ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barborton), TUSCARAWAS, & WAYNE COUNTIES:

IRONWORKERS:

Ornamental; Reinforcing; &
Structural
Fence Erector

20.41
16.6811.22
11.22

IRON0769D 06/01/2000

Rates Fringes
ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO COUNTIES:

IRONWORKERS:

ZONE 1
ZONE 2
ZONE 3

23.20
23.60
25.6010.37
10.37
10.37

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

GOV'T:

GOV'T:

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

IRON0787C 06/01/2001

Rates Fringes
ATHENS, MEIGS, MORGAN, NOBLE & WASHINGTON COUNTIES:

IRONWORKERS 23.88 10.35

* LABO0265H 05/01/2001

Rates Fringes

LABORERS:

CUYAHOGA, GEauga & LAKE COUNTIES:

GROUP 1	22.28	4.25
GROUP 2	22.45	4.25
GROUP 3	22.78	4.25
GROUP 4	23.23	4.25

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA,
PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES:

GROUP 1	21.05	4.25
GROUP 2	21.22	4.25
GROUP 3	21.55	4.25
GROUP 4	22.00	4.25

REMAINING COUNTIES OF OHIO:

GROUP 1	20.62	4.25
GROUP 2	20.79	4.25
GROUP 3	21.12	4.25
GROUP 4	21.57	4.25

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing
Applicator; Dump Man (Batch Truck); Guardrail and Fence
Installer; Joint Setter; Laborer (Construction); Landscape
Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap
Laborer & Grouter; Scaffold Erector; Seal Coating; Surface
Treatment or Road Mix Laborer; Sign Installer; Slurry Seal;
Utility Man; Bridge Man; Handyman; Waterproofing Laborer;

GOVT:

M.P.D.

PA

Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control;

GROUP 2 - Skid Steer; Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwwoman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006B 05/01/2000

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike) COUNTIES:

PAINTERS:		Rates	Fringes
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS:			
GROUP 1		23.33	7.43
GROUP 2		23.63	7.43
GROUP 3		23.73	7.43
GROUP 4		24.03	7.43

PAINTER CLASSIFICATIONS

LECCO: M.P.D.
GOVT: PA

GROUP 1 - Brush; & Roller
 GROUP 2 - Swing Stage & Boatswain's Chair
 GROUP 3 - Spray; Sandblasting & Buffing; Closed Steel - Man
 Below 55 feet - Sprayer; Pick Puller, Blower, Sandblaster, &
 Buffer
 GROUP 4 - Closed Steel - Man Above 55 feet; Bridge & Open
 Structural Steel; & Tank - Water & Other; & Towers

COMMERCIAL REPAINT:

GROUP 1	21.83	7.43
GROUP 2	22.13	7.43
GROUP 3	22.23	7.43

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; & Roller
 GROUP 2 - Swing Stage & Boatswain's Chair
 GROUP 3 - Spray; Sandblasting & Buffing; Closed Steel Below
 55 feet - Sprayer-Pick-Puller-Blower-Sandblaster-Buffer

PAIN0006V 06/01/2000

	Rates	Fringes
ERIE, HANCOCK, HURON, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), SANDUSKY, SENECA & WYANDOT COUNTIES:		

PAINTERS:

Brush & Roller	19.35	5.30
Structural Steel	19.80	5.30

WINTER REPAINT: Between December 1 to March 31 - 90%JR

PAIN0007B 07/01/1999

	Rates	Fringes
FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa) & WOOD COUNTIES:		

PAINTERS:

NEW COMMERCIAL WORK:

LEGISLATIVE
 GOVT
 M.P.D.
 [Signature]

GROUP 1	20.19	6.75
GROUP 2	20.44	6.75
GROUP 3	20.49	6.75
GROUP 4	20.94	6.75
GROUP 5	20.89	6.75
GROUP 6	21.49	6.75

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray; Sandblasting; & Pot Tender

GROUP 2 - Refinery; Refinery Tank; & Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Application of Catalized Epoxies and Waterbased Epoxies of 2 or more component materials

GROUP 5 - Spray, Except Spraying of Water for Wetting Purposes; & Any Material applied with a Pressure Device

GROUP 6 - Television & Radio Tower, Bridge, Horizontal Cable & Tank/Stack/Water Tank over 30 ft., including Scaffolding Brush

PAIN0012J 06/10/2000

	Rates	Fringes
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PAINTERS:

GROUP 1	16.33	6.64
GROUP 2	18.21	6.64
GROUP 3	18.71	6.64
GROUP 4	18.96	6.64
GROUP 5	19.21	6.64

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GOVT.

LESSON: M.P.D.

P.D.

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012M 06/10/2000

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN COUNTIES: Rates Fringes

PAINTERS:
Elevated Tanks 21.30 4.55

(HEAVY & HIGHWAY BRIDGES - GUARDRAILS-LIGHTPOLES-STRIPING):

Bridge/Equipment Tender and/or Containment Builder 18.11 4.55

Brush & Roller 20.30 4.55
Spray 20.80 4.55

Sandblasting & Hopper Tender; Water Blasting 21.05 4.55

Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects 21.30 4.55

Sandblasting, Hopper Tender, Waterblasting (Bridges when highest point of clearance is 60 feet or more) 22.05 4.55

PAIN0012Q 05/01/2001

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION COUNTIES: Rates Fringes

PAINTERS:

Brush; Roller 21.52 5.52
Structural Steel & Swing Stage 21.82 5.52
Spray 22.02 5.52

LESSOR:

M.P.D.
FW

Sandblasting; Steamcleaning;		
Waterblasting (3500 PSI or Over)	22.22	5.52
& Hazardous Work	25.03	5.52
Stacks; Tanks; & Towers	31.00	5.52
Bridges		

PAIN0093B 06/01/2000

	Rates	Fringes
ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE & WASHINGTON		
COUNTIES:		

PAINTERS (All Work, except Light Commercial):

Brush & Roller	22.53	4.48
Spray; Sandblasting; & Power Tool		
Under 30' Preparation	23.30	4.48
Towers; Stacks; & Flagpoles	23.41	4.48
Interior Tanks; Confined Areas;		
& Toxic Material Handlers	24.30	4.48

PAIN0093D 06/01/2000

	Rates	Fringes
ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE & WASHINGTON		
COUNTIES:		

PAINTERS:

Separate contracts let which are not in excess of \$5,000,000.00 total project construction costs

	17.87	4.48
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PAIN0249B 05/01/2001

	Rates	Fringes
CLARK, DARKE, GREENE, MIAMI, MONTGOMERY, & PREBLE COUNTIES:		

PAINTERS:

GROUP 1 - Bridge/Equipment Tender and/Or Containment Builder	17.21	4.40
GROUP 2 - Brush & Roller	19.84	4.40
GROUP 3 - Structural Steel; Swing & Scaffold; Bridge; & Open Acid Tank; High Tension Electrical		

LESSOR:

M.P.D.

GOVT

PL

Equipment; & Hot Pipes	20.25	4.40
GROUP 4 - Sandblasting; Spray; & Steam Cleaning	20.59	4.40
GROUP 5 - Steeplejack work - Bridge, Water, Radio & T.V. Tower, Smoke Stack & High Hazardous Work	20.79	4.40
GROUP 6 - Coal Tar	21.34	4.40

PAIN0356B 07/01/1999

	Rates	Fringes
LICKING, MUSKINGUM & PERRY COUNTIES:		

PAINTERS:

Brush; Roller; Hopper Tender; & Washing	16.00	3.27
Spray & Steamcleaning	16.50	3.27
Sandblasting & Waterblasting	17.00	3.27
Tanks; Lead Abatement	18.00	3.27
Elevated Tanks 40 ft. or Over; Steeplejacks; Radio Towers; Stacks; Light Towers; Water Towers; Steeple; Skeleton Steel; Exterior Industrial Conveyors Over 25 Ft.; Sandblasting, Hopper Tender & Waterblasting Under Hazardous Conditions	19.00	3.27
High Work	19.25	3.27
Bridges; Guard Rails, Light Poles; Blasters & Riggers	30.00	3.27


PAIN0406B 06/01/1999

	Rates	Fringes
ASHLAND, CRAWFORD, KNOX, MARION, MORROW & RICHLAND COUNTIES:		

PAINTERS:

GROUP 1 - Pot Tender when tending 2 or more Sprayers or Blaster	18.55	2.00
Metalizing Workers	18.55	2.00
GROUP 2 - Brush; Cleaner; Roller; & Washer	19.00	2.00
GROUP 3 - Structural Steel; Tanks; Towers; Hazardous Materials,		

LESCOR M.P.D.

with 

including Epoxy and/or other materials; & Lead Abatement
 GROUP 4 - Riggers oln work more than 30 ft. above base level, includes base level & up; Spray; & Electrostatic Applications
 GROUP 5 - Blasting: Sand, Grit, Shot, Water; Metalizing Workers; Striping Roadways; & Guard Rails

	19.50	2.00
	19.75	2.00
	20.15	2.00

SWING STAGE, WINDOW JACK, BOATSWAIN CHAIR, SPIDER, CHERRY PICKER
 AND OTHER TYPES OF LIFTS - \$.25 PREMIUM

PAIN0438B 07/01/2001

BELMONT, HARRISON & JEFFERSON COUNTIES:

	Rates	Fringes
--	-------	---------

PAINTERS:

HIGH TENSION TOWERS & SUBSTATIONS:

GROUP 1	26.84	5.34
GROUP 2	27.94	5.34
GROUP 3	29.04	5.34

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roll; & Groundman
 GROUP 2 - Brush & Roll Special Coatings*; Waterblast; Sandblast; Power Tools & Mitt
 GROUP 3 - Spray Special Coatings* or Removal of Special Coatings; Lead Abatement

ALL OTHER HEAVY & HIGHWAY WORK:

GROUP 1	23.90	5.34
GROUP 2	25.42	5.34

PAINTER CLASSIFICATIONS

GROUP 1 - Sandpot Operator; Brush & Roller
 GROUP 2 - Brush & Roll Special Coatings*; Spray; Sandblast; Waterblast; Power Tools & Mitt; Spray & Removal of Special Coatings*; Lead Abatement

LESSOR:

W.P.D.

[Signature]

* ANYTHING THINNED BY MEK, ALCOHOL, HOT OR EXPERIMENTAL THINNERS,
COAL TAR EPOXIES & ANY EXPERIMENTAL PAINTS

PAIN0476B 06/19/2000

COLUMBIANA, MAHONING & TRUMBULL COUNTIES: Rates Fringes

PAINTERS:

GROUP 1	21.00	5.52
GROUP 2	21.20	5.52
GROUP 3	21.21	5.52
GROUP 4	21.50	5.52
GROUP 5	21.65	5.52
GROUP 6	21.90	5.52
GROUP 7	22.08	5.52

PAINTER CLASSIFICATIONS

GROUP 1: Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spraying, except Bar Joist

GROUP 5: Epoxy, Mastic; Spraying Bar Joist; Deck

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555B 06/01/2000

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO COUNTIES: Rates Fringes

PAINTERS:

GROUP 1	21.73	7.54
GROUP 2	22.73	7.54
GROUP 3	23.23	7.54
GROUP 4	24.48	7.54

170000
M.P.D.
P.M.

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Roller; & Power Tools, Under 40 feet

GROUP 2 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; & Toxic Materials

GROUP 3 - Bulk & Storage Tanks of 25,000 Gallon Capacity or More; & Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0603B 06/01/2000

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE COUNTIES:

PAINTERS:

	Rates	Fringes
Brush & Roller	17.05	7.04
Spray; Tank Interior & Exterior	17.58	7.04
Bridge; Tower, Pole & Stack;		
Sandblasting & Pressure Blasting;		
Structural Steel & Metalizing	17.76	7.04

PAIN0639A 05/01/2001

SIGN PAINTER & ERECTOR

Rates	Fringes
16.67	3.97+
a+b+c	

FOOTNOTES:

a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of

LESSOR:

GOV:

M. P. D.
P. D.

mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0813E 06/01/2000

Rates Fringes
GALLIA, LAWRENCE, MEIGS & VINTON COUNTIES:

PAINTERS:
BRIDGES:
GROUP 1 21.35 6.79
GROUP 2 22.70 6.79

ALL OTHER WORK:
GROUP 1 21.35 6.79
GROUP 2 22.70 6.79
GROUP 3 21.45 6.79

PAINTER CLASSIFICATIONS

BRIDGES:
GROUP 1 - Brush; Roller; & Bridge Rigging
GROUP 2 - Spray; Sandblast & Pot Operator; & Pump Operator

ALL OTHER WORK:
GROUP 1 - Brush & Roller
GROUP 2 - Spray & Sandblast

GROUP 3 - Machine, Toolstand & Stilts

PAIN0841B 06/01/2001

Rates Fringes
MEDINA, PORTAGE (Up to & including the Ohio Turnpike) & SUMMIT
(Up to & including the Ohio Turnpike) COUNTIES:

PAINTERS:
GROUP 1 22.39 5.80
GROUP 2 22.99 5.80
GROUP 3 23.14 5.80
GROUP 4 23.24 5.80
GROUP 5 23.64 5.80

LESSOR: M.P.D.

GOVT: [Signature]

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; & Roller
 GROUP 2 - Epoxy Application
 GROUP 3 - Swing Scaffold, Bosum Chair & Window Jack
 GROUP 4 - Spray Gun Operator
 GROUP 5 - Follow-up Man Using Automatic Tools; Sandblast;
 Standpipes, etc. from Swinging Scaffolds; Bridge Work and/or
 Open Structural Steel; Standpipes & Water Towers; Synthetic
 Exterior Coatings; & Lead Abatement

PAINT1020B 04/01/2000

Allen, Auglaize, Champaign, Defiance, Hardin, Logan, Mercer,
 Paulding, Putnam, Shelby, Van Wert & Williams Counties:

PAINTERS:

	Rates	Fringes
Brush; & Roller	18.55	5.30
Spray; Sandblasting; & Pressure		
Cleaning	19.30	5.30
Open Structural Steel; Heavy &		
Highway Construction; Bridges;		
& Guard Rails	19.40	5.30

Swing Stage, Chair, Safety Belts, Spiders & Cherry Pickers -
 \$.25 premium

All surfaces 40 ft. or over where material is applied to or
 labor performed on, above ground level (exterior), floor level
 (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PLUM0042B 07/01/2001

Ashland, Crawford, Erie, Huron, Knox, Lorain, Morrow, Richland &
 Wyandot Counties:

	Rates	Fringes
PIPEFITTERS; PLUMBERS; & STEAMFITTERS	23.70	10.50

LESSOR:

M.P.D.

GOVT:

PN

PLUM0050B 07/02/2001

Rates Fringes
DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD COUNTIES:

PIPEFITTERS; PLUMBERS; & STEAMFITTERS 26.70 12.05

PLUM0055C 05/01/2001

Rates Fringes
ASHTABULA, CUYAHOGA, GEauga, LAKE, MEDINA (N. of Rte. #18 & Smith
Road) & SUMMIT (N. of Rte. #303, including the corporate limits
of the city of Hudson) COUNTIES:

PLUMBERS 28.00 10.50

* PLUM0083A 07/01/2001

Rates Fringes
BELMONT & MONROE (North of Rte. #78) COUNTIES:

PLUMBERS & STEAMFITTERS 21.94 14.05

PLUM0094B 05/01/2001

Rates Fringes
CARROLL (N. half), STARK & WAYNE COUNTIES:

PIPEFITTERS & PLUMBERS 22.80 9.72

PLUM0120B 05/01/2001

Rates Fringes
ASHTABULA, CUYAHOGA, GEauga, LAKE, LORAIN (the C.E.I. Power House
in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)
COUNTIES:

PIPEFITTERS 28.52 10.49

PLUM0162B 06/01/2001

Rates Fringes
CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE COUNTIES:

LESSOR:

M.P.D.

GOVERNMENT

07/7/01

PIPEFITTERS; PLUMBERS; STEAMFITTERS 23.75 9.27

PLUM0168B 06/01/2001

Rates Fringes
MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON COUNTIES:

PIPEFITTERS & PLUMBERS 26.08 9.52

PLUM0189B 06/01/2001

Rates Fringes
DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION,
PERRY, PICKAWAY, ROSS & UNION COUNTIES:

PIPEFITTERS; PLUMBERS; &
STEAMFITTERS 26.00 9.48

PLUM0219B 06/01/2001

Rates Fringes
MEDINA (Rte. #18 from eastern edge of Medina Co., west to
eastern corporate limits of the city of Medina, & on the **county**
road from the west corporate limits of Medina running due west
to and through community of Risley to the western edge of Medina
County - All territory south of this line), PORTAGE & SUMMIT (S.
of Rte. #303) COUNTIES:

PLUMBERS & STEAMFITTERS 27.43 8.75

* PLUM0392B 06/01/2001

Rates Fringes
BROWN, BUTLER, CLERMONT, HAMILTON & WARREN COUNTIES:

PIPEFITTERS & PLUMBERS 25.50 7.53

PLUM0396B 06/01/2001

Rates Fringes
COLUMBIANA (Excluding Washington & Yellow Creek Townships &

LESSOR:

Mr. P. D.

PH

Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),
MAHONING & TRUMBULL COUNTIES:

PIPEFITTERS & PLUMBERS 22.59 10.00

PLUM0495B 06/01/2001

Rates Fringes

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon
Townships), COLUMBIANA (Washington & Yellow Creek Townships &
Liverpool Township, Secs. 35 & 36, West of County Rd. #427),
COSHOCOTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South
to State Rte. #78 & from McConnellsville west on State Rte. #37
to the Perry County line), MUSKINGUM, NOBLE & TUSCARAWAS
COUNTIES:

PIPEFITTERS; PLUMBERS; &
STEAMFITTERS 22.73 9.72

PLUM0577B 06/01/2001

Rates Fringes

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE,

SCIOTO & VINTON COUNTIES:

PIPEFITTERS; PLUMBERS;
& STEAMFITTERS 22.50 9.89

PLUM0776B 07/01/2001

Rates Fringes

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY & VAN WERT
COUNTIES:

PIPEFITTERS; PLUMBERS;
& STEAMFITTERS 23.30 10.10

TEAM0377C 05/01/2000

Rates Fringes

STATEWIDE, EXCEPT CUYAHOGA, GEauga & LAKE COUNTIES:

RECOR.

M.B.D.

[Handwritten signature]

TRUCK DRIVERS:

GROUP 1	18.44	6.22
GROUP 2	18.49	6.22
GROUP 3	18.54	6.22
GROUP 4	18.64	6.22
GROUP 5	18.91	6.22

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; & Oil Distributor

GROUP 2 - Tandem

GROUP 3 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab

GROUP 4 - 5 Axles & Over

GROUP 5 - Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436A 05/01/2001

	Rates	Fringes
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CUYAHOGA, GEauga & LAKE COUNTIES:

TRUCK DRIVERS:

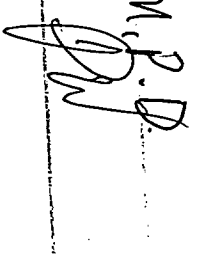
GROUP 1	22.15	5.05+a
GROUP 2	22.65	5.05+a

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Straight & Dump including Asphalt; & Straight Fuel

GROUP 2 - Semi-Fuel; Semi-Tractor; Ready-mix (Agitator or non agitator); Bulk Concrete; Dry Batch; Carry-all; Dart; Double Hook-up Tractor Trailer including Team Track and Railroad Siding; Euclid; Extra Long Trailer & Semi-Pole Trailer; Fork Lift; Hi-Lift; Low Boy; Semi-Tractor & Tri-axle Trailer; Tag Along Trailer; Expandable Trailer; Tandem Tractor & Tandem Trailer; Tandem Trailer & Tri-axle Trailer; Tank; Asphalt Spreader; Tourna-rocker; Load or Towing Requiring Road Permit; & Articulated End Dump

FOOTNOTE:

REC'D M.P.D.
GOV. 

a. 7 Paid Holidays: New Year's Day; Decoration Day; Fourth of July; Labor Day; Thanksgiving Day; National Election Day; & Christmas Day

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

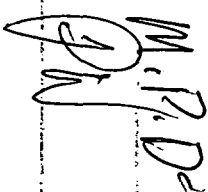
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

RECORDED
M.P.D.
GOV. 

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

LESSON

M.P.P.

PM

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICE
SUPPLEMENTAL LEASE AGREEMENT**Supplemental Lease
Agreement No. 1Date:
08-15-2003

To Lease No. GS-05B-16805

ADDRESS OF PREMISES18711 Miles Rd
Warrensville Heights, Ohio 44128

THIS AGREEMENT, made and entered into this date by and between
Michael P. Duwong

(b) (6)

hereinafter called the lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, Supplemental Lease Amendment 1 is issued to amend the lease, effective August 1, 2003. The purpose of Supplemental Lease Amendment 1 is to establish the effective date of the Lease, to define the actual measurement that resulted from the physical inspection and acceptance of the space by the Government, and to establish a new annual rent rate. The Lease provisions affected by this Supplemental Lease Agreement are amended herein and incorporated into Lease No. GS-05B-16805.

Paragraph 1 is deleted in its entirety and the following is in its place:

- "1. The Lessor hereby leases to the Government the following described premises:
7,904 rentable square feet (7,362 net usable square feet), as physically measured, of contiguous Class A office space, along with 36 on-site parking spaces, for the sole use of the U.S. Government. The Government will not pay for the acquired extra space from the Lessor. The Government can only pay up to the maximum usable square footage of 7,100 in the Solicitation For Offer. This is a one story building. The Government will occupy 100% of the space. The site is located at 18711 Miles Road, Warrensville Hts, Ohio, and will be used for such purposes as determined by the General Services Administration."

Paragraph 2 is deleted in its entirety and the following is in its place:

- "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2003 through July 31, 2023, subject to termination and renewal rights as may be hereinafter set forth."

Continued on page 2 This is page 1 of 2

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

(b) (6)

(b) (6)

SERVICES ADMINISTRATION

Peppi Wilson

(Signature)

CONTRACTING OFFICER
(Official Title)

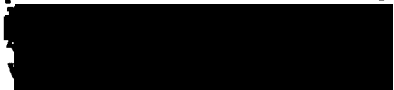
LEASE NO GS-05B-16805

EVLAND SE, OHIO

Page 2

Paragraph 3 is deleted in its entirety and the following is in its place

- ~3 The Government shall pay the Lessor annual rent of \$142,000.00 at the rate of \$11,833.33 per month in arrears. The rate for per useable square footage is \$19.29. The rate for per rentable square footage is \$17.96. The Government will pay up to the maximum square footage that was stated in the Solicitation for Offers. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:



Paragraph 4 is deleted in its entirety and the following is in its place

- ~4. The Government may terminate this lease at any time on or after July 31, 2013 by giving at least 90 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Paragraph 11 is deleted in its entirety and the following is inserted in its place

- ~11 The rent is subject to annual operating cost adjustments in accordance with Section 3, Paragraph 3.6 (A through E) of the Solicitation of Offers No. GS-05B-16805 of this Lease. It is understood and agreed that for operating cost adjustment purposes, the first year operating cost will be \$33,961.90, which is approximately \$4.30 per rentable (\$4.61 per useable) sq. ft. of space."

INITIALS M.P.D. & _____
LESSOR GOVERNMENT

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENTSUPPLEMENTAL AGREEMENT
NO. 01DATE
August 29, 2003TO LEASE NO.
GS-05B-16805

ADDRESS OF PREMISES

18711 Miles Road
Warrensville Hgts., OH 44128

THIS AGREEMENT, made and entered into this date by and between

whose address is **Emerald Isle Realty LLC**
(b) (6)

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective August 20, 2003, as follows:Former Lessor: **MICHAEL DOWNING REALTY CO**
(b) (6)New Lessor
& Payee: **EMERALD ISLE REALTY LLC**
(b) (6)The Lessor assumes, approves, adopts and agrees to be bound by the terms of the lease.
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR **EMERALD ISLE REALTY LLC**

BY

IN PRESENCE

PRESIDENT

(Title)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

PEPPI WILSON

(Signature)

Contracting Officer

(Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-05B-17482
ADDRESS OF PREMISES Social Security Administration 11601 Shaker Boulevard Cleveland, OH 44120-1913	PDA NUMBER: N/A

THIS AMENDMENT is made and entered into between: Patrick Shaker Properties LLC

whose address is:

(b) (6)

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

"Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment"."

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective September 8, 2016 as follows:

The purpose of this Lease Amendment Number Three (3) is to extend the term 6 months and restate the rent.

Paragraph 2 of Standard Form 2 is deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 8, 2006 through March 7, 2017 subject to termination and renewal rights as may be hereinafter set forth."

Paragraph 3 of Standard Form 2 is deleted in its entirety and replaced with the following:

	<u>"Shell Rent"</u>	<u>***Operating Rent</u>	<u>Taxes</u>	<u>Total Annual Rent</u>
09/08/2016 – 03/07/2017	\$127,739.76	***\$68,699.07	\$18,200.00	\$214,638.83

***Note: This reflects the operating cost adjustments that have taken place to date.
Operating cost adjustments are to continue in accordance with the lease."

This Lease Amendment contains one (1) page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature:

(b) (6)

Name:

MICHAEL DOWNING

Title:

PRESIDENT

Entity Name:

PATRICK SHAKER PROPERTIES

Date:

8/10/16

Signature:

(b) (6)

Name:

Christopher Bonfiglio

Title:

Lease Contracting Officer

GSA, Public Buildings Service,

Date:

08-10-2016

WITNESSED FOR THE LESSOR BY:

Signature:

(b) (6)

Name:

Title:

Date:

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. GS-05B-17482
ADDRESS OF PREMISES Social Security Administration 11601 Shaker Boulevard Cleveland, OH 44120-1913	PDA NUMBER: N/A

THIS AMENDMENT is made and entered into between: Patrick Shaker Properties LLC

whose address is:

(b) (5), (b)
(6)

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 8, 2016 as follows:

The purpose of this Lease Amendment Number Four (4) is to extend the term 12 months.

Paragraph 2 of Standard Form 2 is deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 8, 2006 through March 7, 2018 subject to termination and renewal rights as may be hereinafter set forth."

This Lease Amendment contains one (1) page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: MICHAEL DOWNING
Title: PRESIDENT
Entity Name: PATRICK SHAKER PROPR
Date: 2/7/17

Signature: (b) (6)
Name: Christopher Bohtiglio
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 02-13-2017

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
Name: _____
Title: _____
Date: _____

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

0000
GSA
File

DATE OF LEASE

6-27-05

LEASE NO.

GS-05B-17482

THIS LEASE, made and entered into this date by and between

Michael Downing Realty

whose address is

(b) (6)

and whose interest in the property hereinafter described is that of owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

7,422 usable square feet (8,192 rentable square feet) of contiguous ground floor office space, in a single story building, along with 32 on-site surface parking spaces, 20 of which will be in a secure employee parking lot, all located at 11601 W. Shaker Blvd, Cleveland OH 44120. (as shown on the attached site plan labeled "Exhibit D") to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 1, 2006 through May 31, 2016, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$204,698.76 (\$27.58/usf and \$24.99/rsf) at the rate of \$17,058.23 per Month in arrears. Rent consists (b) (4) per month for shell rent, operating expenses and real estate taxes and (b) (4) per month in Tenant improvements over 120 months. Rent for a lesser period shall be prorated. In Section 1.9, RENTAL RATE DETERMINATION, the Lessor agrees to provide up to (b) (4) ANSI/BOMA Office Area square foot toward the cost of the tenant improvements defined in Attachment #2. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees, as outlined in Section 1.11 TENANT IMPROVEMENT ALLOWANCE COST SETTLEMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental, using a (b) (4) amortization rate over the term of the lease. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement. Rent checks shall be made payable to:

MICHAEL DOWNING REALTY

(b) (6)

- ~~4. The Government may terminate this lease at any time, by giving at least 90 DAYS NOTICE in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

- ~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~

J

6. The Lessor shall furnish to the Government, as part of the rental consideration, all responsibilities and obligations as defined in this lease which includes the attachments specified in Paragraph 7 below including the following:
All services, utilities and maintenance of the building and grounds. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation of Offers NO. GS-05B-17482 and other attachments to the Lease, including but not limited to providing at least 32 on site parking spaces (20 within a secure fenced employee parking area) as well as meeting all handicapped Accessibility and Fire/Life Safety Requirements.
7. The following are attached and made a part hereof:

(A) Paragraphs 12 through 25 of this lease on pages 3 and 4; (B) Solicitation of Offers NO. GS-05B-17482 dated 3/7/05, pages 1 through 34; (C) Attachment #1; (D) Attachment #2; (E) Attachment #3; (F) Attachment #4; (G) Amendment #1, (H) Exhibit A, Block Plan; (I) Exhibit B, Site Plan; (J) Exhibit C, Building elevation drawings; (K) GSA Form 3517B (REV. 12/99) consisting of 26 pages; (L) GSA Form 3518 (REV. 12/99 consisting of 4 pages; and (M) Current Labor Rates for Cuyahoga County, Ohio per paragraph 23 below.
8. The following changes were made in this lease prior to its execution:
PARAGRAPH 4 AND 5 ABOVE WERE DELETED.
9. The date of this lease, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated May 11, 2005, submitted by the Lessor under SFO GS-05B-17482. This lease reflects the terms and conditions of the accepted Best and Final Offer.
10. Cost adjustments and termination rights shall be adjusted to coincide with any revised actual commencement date. The commencement date of June 1, 2006 as stated in Paragraph 2 of the lease is the estimated beginning date. The actual commencement date will be established by Supplemental Lease Agreement to the lease if necessary. The lease will then be in effect for 10 years, subject to termination rights as specified in the lease. The anniversary date for annual escalations, operating cost adjustments and termination rights shall be adjusted to coincide with any revised actual commencement date.
11. The Lessor will complete the tenant improvements in the space making it ready for occupancy no later than 180 calendar days after receiving the Government's Notice to Proceed. GSA shall deliver layout drawings and necessary finish selections to the Lessor within 120 days after award.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR MICHAEL DOWNING REALTY

BY (b) (6)
Michael Downing (Signature)

(Signature)

IN P (b) (6)
(Signature)

(b) (6)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY (b) (6)
GERALD K. KOSMAN
(Signature)

Contracting Officer
(Official title)

12. The total net usable square foot area referred to in Paragraph 1, is subject to adjustment, but may not be less than the minimum 6,747 ANSI/BOMA Office Area square footage offered nor exceed the maximum 7,422 square feet limitation defined in the Solicitation for Offers NO GS-05B-17482. Should there be any adjustments in the usable square footage delivered, that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$27.58 per usable square foot per annum. The lease shall be amended by Supplemental Lease Agreement after actual field measurement to establish the square footage and rental in compliance with the terms of the lease.
13. The rent is subject to annual operating cost adjustments in accordance with Section 3, Paragraph 3.6 (A through E) of Solicitation for Offers NO. GS-05B-17482 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost will be (b) (4) which is approximately (b) (4).
14. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 3, Paragraph 3.4 (A through G) of Solicitation for Offers NO. GS-05B-17482 within this lease, the Government will occupy 100 percent of the net usable square foot area of the building.
15. If heating or cooling is required by the Government on an overtime basis, it shall be provided at an additional cost to the Government of (b) (4).
16. Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the General Services Administration (the Contracting Officer or his/her representative).
17. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the success in interest and change the payee for rent or other payments:
 - (I) Evidence of the transfer of title.
 - (II) A letter from successor Lessor (transferee) assuming, approving and adopting the lease and agreeing to be bound by its terms.
 - (III) A letter from prior Lessor (transferor) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
 - (IV) The IRS tax identification number of the new owner.

Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid the new owner(s) upon final settlement of the estate.

18. The Tax Identification Numbers for the real estate parcel occupied under this lease are PPN (b) (4).
19. All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer this lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or his/her designee.
20. All terms and conditions of this Lease as expressly contained herein represents the total obligations of the Lessor and the Government. Any agreements, written or oral between the Lessor and Government prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
21. The Lease Common Area Factor is 1.103745 (7,422 usable square feet multiplied by 1.103745 equals 8,192 rentable square feet of space).

INITIALS: M D. & J
LESSOR GOVERNMENT

22. Attached to this lease are the Department of Labor wage labor rates for Cuyahoga County, Ohio, consisting of 5 pages (Exhibit M) at the time the solicitation package was distributed. As required by Paragraph 1.19, page 7 of the Solicitation for Offers GS-05B-17482, which is made part of this Lease, the Lessor is required to pay prevailing wage rates established for the construction area, as determined by the Department of Labor. It is the Lessor's responsibility to determine what the current wage rates are at the time of construction in the area of the construction for the Department of Labor and to use those rates to comply with Paragraphs 1.19 of the Solicitation for Offers GS-05B-17482.
23. The Contracting Officer represents that the General Services Administration as an agent with authority to enter into this Lease on behalf of the Government and executes this document in his or her Official capacity only, and not as an individual.
24. Lessor Acknowledges that the site, block and elevation plans submitted by Lessor and attached to this Lease as Exhibits A, B and C, are subject to change by the Government. In particular: The interior block plan submitted by the Lessor, is the Lessor's concept of the interior space plan and not approved by the Government.
25. The Government has the right of approval of any tenant occupying the space in the building not occupied by the Government. The Lessor shall notify the Contracting Officer as early as possible in a potential leasing process to obtain approval for that tenant. The approval of one tenant does not automatically give approvals for other potential tenants.

INITIALS:

MD
LESSOR

&

g
GOVERNMENT

(b) (7)(F)



14682 CLYDES

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR

SOCIAL SECURITY ADMINISTRATION

IN

CLEVELAND (University Circle Area), OHIO

NAME: GERALD K. KOSMAN

TITLE: CONTRACTING OFFICER

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

17482
SFO NO. GS-05B-17513
3/7/05

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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing approximately 8,535 rentable square feet of space. The rentable space shall yield a minimum of 6,747 ANSI/BOMA Office Area (previously Usable) square feet to a maximum of 7,422 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
1. narrow column spacing;
 2. atriums, light wells, or other areas interrupting contiguous spaces;
 3. extremely long, narrow runs of space;
 4. irregular space configurations; or
 5. other unusual building features.
 6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2 AREA OF CONSIDERATION

City limits of Cleveland, OH in Cuyahoga County within the area delineated by the following boundaries:

North: Mayfield Rd and Euclid
West: East 116th Street and Martin Luther King Drive
South: Buckeye Road
East: Woodbury and Conventry Roads.

1.3 LOCATION: INSIDE OR OUTSIDE CITY CENTER

A. CITY CENTER NEIGHBORHOOD:

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.
2. *Parking.*
 - a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 300 rentable square feet of Government-demised area.
 - b. *Agency-Specific Parking Requirements.*

The Government requires 32 unreserved parking spaces, 20 of which should be separated for Government employees. If the lessor creates parking space, the parking area shall be striped and maintained through the term of the lease. Concrete bumpers shall be provided. Each parking space shall be a minimum of 19 feet long, 9 feet wide and have at least 25 feet of maneuvering space for ingress and egress into parking spaces. General maintenance, including snow removal, shall be accomplished prior to, or after business hours. The parking lot must have adequate lighting that illuminates the entire parking area. Unauthorized vehicles shall be removed from the premises at no expense to the Government. Parking for the handicapped must comply with all local, state and ADA requirements. There should be ingress and egress for delivery trucks to make deliveries to the building.
3. *Location Amenities.*
 - a. A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within six blocks. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within six blocks.

1.4 UNIQUE REQUIREMENTS

1. Contiguous (same floor) space is required



2. Space shall be no more than twice as long as it is wide on one level, and shall have open areas where columns and other obstructions do not hinder development of efficient office layouts, the use of modular furniture and office work flow.
3. Only blocks of space that allow maximum flexibility for furniture placement (ie. Few or no columns or other obstructions), are rectangular in shape with no curves or off-sets, and with large open areas will be considered.
4. Space requiring ramps inside the offered space will not be considered.
5. Column size will not exceed 2 feet square; will be a minimum of 20 feet from all interior walls; and, will be separated by a minimum of 20 feet (measured on-center).

1.5 LEASE TERM

The lease term is for 10 years firm.

1.6 OFFER DUE DATE

Offers are due by April 1, 2005 and shall remain open until lease award.

1.7 OCCUPANCY DATE (SEP 2000)

Occupancy is required by no later than May 2, 2006.

1.8 HOW TO OFFER

A. Offers shall be submitted to both:

Gerald K. Kosman
Contracting Officer
General Services Administration
Room 3622
Chicago, IL 60642

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. Solicitation for Offers (SFO) - Enclosed.
2. SFO Attachments:
 - a. Attachment #1 – Lease Costs Breakdown Summary (enclosed)
 - b. Attachment #2 – Definition of Building Shell and Tenant Improvements (enclosed)
 - c. Attachment #3 – General Requirements (enclosed)
 - d. Attachment #4 – Document Security Form (enclosed)
 - e. Attachment #5 – Fire Protection, Life Safety, & Environmental Evaluation (enclosed)
3. GSA Form 1364, Proposal to Lease Space (enclosed).
4. GSA Form 1217, Lessor's Annual Cost Statement (enclosed).
5. GSA form 3516A, Solicitation Provisions (enclosed)
6. GSA Form 3517, General Clauses (enclosed).
7. GSA Form 3518, Representatives and Certifications (enclosed).
8. Plans of the space offered. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high-density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown (including columns, mechanical, electrical, and janitorial rooms, shearing walls, etc).
 - a. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.

- b. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.
8. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
9. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.
10. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.
11. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
12. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.
13. Davis Bacon Wage Rates attached.
- C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.
- E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:
1. Rate structure required from subparagraph B shall include the following:
- a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
- b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
- c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.
- d. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Alteration Allowance shall be \$41.37 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Alteration Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
- e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
- f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

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1.9 RENTAL RATE DETERMINATION

- A. It is the intent of the Government to lease a full serviced warm lit shell with a tenant improvement allowance for the specified lease term in Section 1.7 "Lease Term" in this SFO. The Government will evaluate all components of the rental rate as identified in Attachment #1, "Lease Costs Breakdown Summary" and GSA Form 1217 by the Offeror. In addition to compliance with the SFO requirements, the components that will be unique to each offer, expressed in BOMA Office Usable square feet are:

1. Warm Lit Shell rent per square foot	5. Property tax per square foot
2. Lessor's cost of capital (interest rate) to amortize Tenant Improvement Allowance	6. Parking cost per space if not included in shell rental rate
3. Utility cost per square foot	7. Other unique property costs
4. Janitorial service per square foot	

B. Rental Rate Components:

(1) Warm Lit Shell:

- (a). The warm lit shell rental rate shall include all owner expenses (items 29-32 on GSA Form 1217) including but not limited to: property financing (exclusive of tenant improvements), insurance, management, profit, etc. for the building. The shell rental rate shall also include all basic building systems and common area build out including: base building lobbies; common areas, and core areas, etc exclusive of the BOMA Office Usable space offered as required in this solicitation.
- (b). Demolition of any existing conditions in the proposed Government demised space or any common or core areas will be done as part of the shell base rate. If acceptable to the Contracting Officer, some or all of the existing building improvements may be allowed "as is" providing the acceptable "as is" feature is functionally adequate and is in like new condition.
- (c). All existing or contemplated improvements within the definition of warm list shell shall conform to or exceed the quality standards identified throughout this solicitation. The following building systems and finishes shall be provided as defined in this solicitation and shall be installed and coordinated with the tenant improvements defined in paragraph (2) below.

Base Building

- The base building structure and building enclosure components (windows, with exterior finishes) are complete (No window treatments, i.e. blinds, draperies, etc).
- The base building electrical and mechanical systems are complete and functional (central fire alarm, chiller plant, cooling towers, etc).
- All common areas, such as lobbies, fire egress corridors and stairwells, garages, and service areas, are complete. (Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of shell).
- Restrooms shall be completed and operational in accordance with Paragraph 6.4, "Toilet Rooms".
- Building cores on each floor with leasable space contain the following:
 - a tappable domestic water riser, a service sanitary drain, and sanitary vent, all ready for extension to tenant demised area(s);
 - electrical power distribution panels and circuit breakers available in an electrical closet, with capacity at 277/480 volt and 120/208 volt 3 phase, 4 wiring providing 7 watts per BOMA office usable (9 watts per rentable) square foot;
 - a designated connection point to the central fire alarm system, for extension to tenant demised area(s);
 - a distribution backboard within a wire closet for connection to tenant's telephone lines.

Tenant Areas

- A broom clean concrete floor slab, with level floor not varying more than 1/4" over ten (10) foot horizontal run in accordance with American Concrete Institute (ACI) Standards, is provided.
- Gypsum wallboard, spackled and prime painted, on exterior perimeter walls, and interior core walls are provided.
- Common corridor stud walls, without gypsum board on demised tenant premises' side, and without suite entry door are provided.
- A full installed 2x2 foot suspended acoustical ceiling, with 2x2 parabolic fluorescent (or other building standard such as 2'0" x 4'0") fixtures installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 BOMA office usable (100 rentable) square feet, is provided.
- Sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down, concealed with an escutcheon or trim plate installed, are provided.
- Central heating, ventilation and air conditioning systems are installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts and diffusers, for an open office layout. Conditioned air through medium pressure ductwork at a rate of .75 cfm/square foot of BOMA office area is provided.

(2) Tenant Improvement Allowance

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- (a) Tenant Improvements shall be defined as all alterations for the Government demised area over and above the warm lit shell buildout.
 - (b) All tenant improvements contemplated by the Government shall be provided by the Lessor. After award, the Government's design intent drawings shall further define the Tenant Improvement Requirements.
 - (c) To be considered responsive to this procurement, each Offeror is required to provide written evidence that a conditional commitment of funds in the amount of \$41.37 per *usable* square foot of offered space can be obtained to provide tenant improvements contemplated by the Government. Each Offeror is additionally required to provide: amount of loan; Offeror's cost of capital (expressed as an annual percentage rate); length of loan commitment.
 - (d) Payment will not be made by the Government in instances where the Government accepts fixtures and/or other tenant improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.
- (3) **Operating Cost Base**
Applicable costs listed on GSA Form 1217, items 5-26, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment. The base cost for the operating cost adjustment will be established prior to lease execution and will be expressed as a dollar per square foot rate.
- (4) **Real Estate Tax Cost Base**
Base year taxes are the real estate taxes for the first twelve (12) month period coincident with full assessment, or may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.

1.10 TENANT IMPROVEMENTS (SEP 2000)

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, General Clauses.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

1.11 TENANT IMPROVEMENT ALLOWANCE COST SETTLEMENT

- A. After award of the lease contract to the successful Offeror, the Government will provide Tenant Improvement design intent layout drawings to the Lessor. The Lessor must then provide the Contracting Officer with the construction documents for review prior to commencement of construction and a detailed cost proposal (CSI formatted by trade) of the tenant improvements contemplated in the Lessor's construction documents. A minimum of three (3) qualified contractors must be invited to participate in the competitive proposal process. Each participant must compete independently in the process. The Lessor's cost proposals must contain sufficient detail to allow the Government to determine the reasonableness of costs included in the proposals. The total actual tenant improvement cost shall be amortized over the firm term of the lease and identified as follows:
 - 1. Each submitted proposal must be reviewed by the Government. The Government reserves the right to determine if bids satisfy the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to be present during negotiation sessions between the Lessor and potential contractors.
 - 2. If the Contracting Officer determines the Lessor's cost proposal for the tenant improvements is fair and reasonable, the Contracting Officer will advise the Lessor the costs are reasonable. The Contracting Officer will modify the lease contract with a Supplemental Lease Agreement to incorporate the actual tenant improvement costs into the rental rate.
 - 3. If the Lessor's cost proposal exceeds the Government's independent estimate, one or more of the following actions shall occur:
 - a. The Contracting Officer will advise the Lessor of any substantial cost deviations by trade.
 - b. The Contracting Officer may delete some of the requirements contemplated by the Government.
 - c. The Lessor shall obtain the necessary funds to complete the Tenant Improvement alterations contemplated by the Government. The total actual tenant improvement costs will be amortized over the firm-term of the lease at the Lessor's cost of capital submitted with the Lessor's "Best and Final" Offer.
 - 4. If a mutual agreement on cost is reached following the above subparagraph 3, the Contracting Officer will modify the lease contract with a Supplemental Lease Agreement to incorporate the actual tenant improvement costs into the rental rate.
 - 5. If a mutual agreement on cost cannot be reached, the Contracting Officer will advise the Lessor in writing not to proceed with the construction of the premises and will follow procedures identified in the "DISPUTES (OCT 1995)" paragraph found in the General Clauses section of the lease (GSA Form 3517).

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6. The Government reserves the right to make cash payments for any or all work performed by the Lessor.

B. Example of Tenant Improvement Allowance Costs Settlement:

1. Actual Tenant Improvement Allowance Under Government Estimate.

- a. The Government tenant improvement allowance estimate for alterations is \$28.00 per usable square foot. This rate, as defined in the solicitation, includes General Contractor fees.
- b. Building A offers 2,300 usable square feet and provides evidence from a lending institution that funds in the amount of \$64,400.00 (2,300 sq. ft. x \$28.00) will be made available at a rate of 8 percent compounded monthly for a term of three years. Building A's General Contractor fees are 8 percent of the total tenant alteration cost. Building A receives the award.
- c. After the Lessor's completion of contract documents, the project is bid by the Lessor, and a total cost of the tenant alterations is \$50,000.00, \$14,400.00 less than the Government estimate. The Contracting Officer agrees the bid is fair and reasonable. The \$50,000.00 will be amortized over the firm term of the lease at the Lessor's cost of capital identified in the best and final offer. The Contracting Officer will modify the lease contract with a Supplemental Lease Agreement to incorporate the actual tenant improvement costs into the rental rate.

2. Actual Tenant Improvement Allowance Over Government Estimate.

- a. The Government tenant improvement allowance estimate for alterations is \$28.00 per usable square foot. This rate, as defined in the solicitation, includes General Contractor fees.
- b. Building A offers 2,300 usable square feet and provides evidence from a lending institution that funds in the amount of \$64,400.00 (2,300 sq. ft. x \$28.00) will be made available at a rate of 8 percent compounded monthly for a term of three years. Building A's General Contractor fees are 8 percent of the total tenant alteration cost. Building A receives the award.
- c. After the Lessor's completion of contract documents, the project is bid by the Lessor, and the total cost of the tenant alterations is \$66,000.00, \$1,600.00 more than the Government estimate. The Contracting Officer agrees the bid is fair and reasonable. The Lessor's General Contractor will require an additional \$128.00 in fees (\$1,600 x 8 percent fee). The total cost of the alterations including additional General Contractor fees is \$66,128.00. The initial \$64,400.00 will be amortized over the firm term of the lease at the Lessor's cost of capital identified in the best and final offer. The remaining \$1,728.00 will either be amortized over the firm term of the lease at the Lessor's "Best and Final" cost of capital or paid in a lump sum to the Lessor without any cost of capital applied.

1.12 NEGOTIATIONS (SEP 2000)

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.13 PRESENT VALUE PRICE EVALUATION

- A. Based on plans submitted under the "How to Offer" paragraph in the SUMMARY section of this SFO, the Government will verify the amount of ANSI/BOMA Office usable square footage. The rentable prices shall be converted to ANSI/BOMA Office usable prices, which will subsequently be used in the price evaluation.
- B. Offers will be evaluated on the basis of Present Value Analysis (discounted cash flows) for all the components of the annual rental rate as defined in the "Rental Rate Determination" paragraph in the SUMMARY section of this SFO, over the entire term of the lease (firm term including any option periods) whose composite value will form an annual ANSI/BOMA Office usable square foot price for comparison.
 1. An annual cost per ANSI/BOMA office usable square foot for the building warm-lit shell rental. For evaluation purposes, the negotiated warm-lit shell rate shall be discounted annually using the Government discount rate of 5 percent.

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2. An annual cost per ANSI/BOMA office usable square foot of offered space to amortize the Tenant Improvement allowance. For evaluation purposes only, each Offeror shall be evaluated equally on a Tenant Improvement Allowance of \$41.37 per usable square foot. The tenant improvement allowance will be amortized monthly over the firm term of the lease at the Lessor's cost of capital, expressed as an annualized percentage interest rate. The annual cost of the amortized tenant improvement allowance per usable square foot shall be discounted annually using the Government discount rate of 5 percent over the firm term of the lease to yield a net Present Value Cost (PVC) per ANSI/BOMA Office Usable square foot.
 - a. The final, actual amount of this allowance is subject to change depending on actual tenant improvement requirements and existing conditions within the space. After award of this contract, the total actual amount of the tenant improvement allowance shall be negotiated with the successful Offeror as outlined in the "Tenant Improvement Allowance Cost Settlement" paragraph in the SUMMARY section of this SFO.
3. An annual cost per ANSI/BOMA office usable square foot for the Operating Costs.
 - a. If annual CPI adjustments in operating expenses will not be made, the annual operating expenses indicated in the Attachment #1, Lease Costs Breakdown, will be discounted annually at 5 percent to yield a gross present value price per ANSI/BOMA office usable square foot.
 - b. If annual CPI adjustments in operating expenses (items 5-26 on GSA Form 1217, Lessor's Annual Cost Statement) will be made, the annual base cost of operating expenses per usable square foot will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the other present value price per usable square foot rental components to yield the fully serviced gross total present value price of the annualized full service rent per ANSI/BOMA office usable square foot.
4. An annual cost per ANSI/BOMA office usable square foot for Real Estate Tax Expense.
 - a. For evaluation purposes, the base cost of real estate taxes will be discounted annually at 5 percent to yield a net PVC per ANSI/BOMA Office usable square foot.
5. An annual cost per ANSI/BOMA office usable square foot for all Government-provided services.
 - a. The cost of Government provided services not included in the rental will be escalated at 2.5 percent compounded annually and discounted annually at 5 percent to yield a net PVC per ANSI/BOMA Office Usable square foot.
- C. The sum of the above subparagraphs B.1 through B.5 is the Gross Present Value of the offer for price evaluation purposes. The number is derived from the ANSI/BOMA Office Area square foot figure.
- D. Added to the Gross PVC will be the square foot cost of relocation of furniture and telecommunications, if applicable. (Divide the total dollar cost of relocation by the total ANSI/BOMI Office Area square feet.)
- E. Subtracted from the Gross PVC will be the ANSI/BOMA Office Area square foot Real Estate Commission, if applicable. (Divide the total dollar value of the Real Estate Commission agreed to by the total ANSI/BOMA Office Area square feet.)

1.14 REAL ESTATE COMMISSIONS

For the purposes of this SFO, Spaulding & Slye is the authorized representative of the GSA. However, a Contracting Officer must execute the lease. Spaulding & Slye will be pursuing any commissions that they would have been entitled to by common commercial real estate practices. Such commissions shall be payable to Spaulding & Slye in the form of a certified check, corporate check (or electronic funds transfer) due in accordance with local laws and customs but no later than the lease commencement date. For purposes of the price evaluation, any commission shall be treated as a lump sum credit with the procedures established in the "Present Value Price Evaluation" paragraph in the SUMMARY section of this SFO.

1.15 HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)

- A. Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in, the National Register of Historic Places, and to historically-significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:
 1. The offer for space meets the terms and conditions of this SFO as well as any other offer received (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this SFO to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.) and
 2. The rental is no more than 10 percent higher, on a total annual square foot (ANSI/BOMA Office Area) cost to the Government, than the lowest otherwise acceptable offer.
- B. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

1.16 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.

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B. The proposed lease shall consist of:

1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
2. required clauses,
3. required certifications and representations,
4. the pertinent provisions of the offer, and
5. the pertinent provisions of the SFO.

C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.17 ACCESSIBILITY FOR NEW CONSTRUCTION (SEP 2000)

To be considered for award, buildings to be constructed shall meet the new construction requirements of both the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations 41 CFR, Subpart 101-19.6, Appendix A., 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

1.18 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.
- B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Conference of Building Officials' (ICBO) *Uniform Building Code* (UBC), the Building Officials and Code Administrators (BOCA) *National Building Code*, or the Southern Building Code Congress International (SBCCI) *Standard Building Code*.
- C. All design and engineering documents, including structural engineering calculations, shall be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.19 LABOR STANDARDS (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to work performed in preparation for occupancy and use of the building by the Government. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.amet.gov/far/>

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

2.0 AWARD FACTORS

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2.1 ACCESSIBILITY AND SEISMIC SAFETY (SEP 2000)

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, as modified below, and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.
- B. The following UFAS provisions are clearly more stringent than the ADAAG:
1. *Work Areas.* The UFAS requires that all areas be accessible where there may be employment of persons with disabilities. The ADAAG requires only that people with disabilities be able to approach, enter, and exit a work area. [UFAS 4.1.4; ADAAG 4.1.1(3)]
 2. *Work Surface Scoping.* The UFAS requires that 5 percent of all fixed or built-in employee work surfaces be accessible. The ADAAG does not require work surfaces in work areas to be accessible. Both the UFAS and the ADAAG require that 5 percent of fixed tables in public or common use areas be accessible. [UFAS 4.1.2(17) and 4.32; ADAAG 4.1.1(3) and 4.1.3(18)]
 3. *No Elevator Exception.* The UFAS has no exception to the elevator requirement in all multi-story buildings and facilities. The ADAAG provides an exception to the elevator requirement in certain buildings that are under three stories or have less than 3,000 square feet per story. [UFAS 4.1.2(5); ADAAG 4.1.3(5) Exception 1]
 4. *Entrances in Multi-Grade Buildings.* The UFAS requires at least one principle entrance at each grade floor to a building to be accessible. The ADAAG requires that 1) at least 50 percent of all public entrances be accessible and 2) the number of exits required by the applicable building/fire code be used in determining the total number of accessible entrances required in a building or facility. The UFAS requires more accessible entrances in certain multi-grade buildings. [UFAS 4.1.2.(8); ADAAG 4.1.3(8)]
 5. *Elevator Controls.* The UFAS requires elevator controls to be mounted no higher than 48 inches "unless there is a substantial increase in cost," in which case 54 inches is allowed. The ADAAG allows 54 inches whenever a parallel approach is provided. [UFAS 4.10.12(3); ADAAG 4.10.12(3)]
- C. FULL COMPLIANCE:
1. "Fully meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for new construction, including but not limited to: Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Workstations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
 2. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, **AS MODIFIED HEREIN:**
 - a. FEMA-178, *NEHRP Handbook for the Seismic Evaluation of Existing Buildings*, shall be replaced with FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*.

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- b. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE ¹	Model Building Seismic Design Provisions		
	BOCA ^{1b}	SBCCI ^{1b}	UBC ^{1b}
Wood Frame, Wood Shear Panels (Type W1 and W2) ²	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 ⁴
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) ³	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) ⁵	*	*	1991 ⁶
Unreinforced Masonry (Type URMA)	*	*	*

- ¹ Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
² Buildings on hillside sites shall not be considered Benchmark Buildings.
³ Flat Slab Buildings shall not be considered Benchmark Buildings.
⁴ Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
⁵ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
⁶ Refers to the UBCB Section of the UBC.
^{1b} Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
* No Benchmark year; building shall be evaluated using FEMA-310.
** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.
SBCCI Southern Building Code Congress International, *Standard Building Code*.
UBC International Conference of Building Officials, *Uniform Building Code*.

- c. Section 1.3.2, Leased Buildings, shall be revised as follows:

- i. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
(a) The leased space is less than 10,000 square feet **AND**
(b) The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s , is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1 , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.

- d. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.

- e. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

D. SUBSTANTIAL COMPLIANCE:

- In accordance with both the ADAAG and the UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms.
- "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

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E. LESS THAN SUBSTANTIAL COMPLIANCE:

In accordance with both the ADAAG and the UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

1. At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
2. If parking is provided, then accessible spaces shall be included.
3. Accessible toilet rooms shall be provided as follows:
 - a. Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - b. Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - c. Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
 - d. In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, accessible unisex toilet room(s) shall be provided in the building.

F. If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

2.2 AWARD BASED ON PRICE (SEP 2000)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

3.0 MISCELLANEOUS

3.1 UNIT COST FOR ADJUSTEMENTS

The Offeror is required to state in the offer or in an attachment, unit prices for the items listed below. Prices shall be quoted as full installed and finished. The unit prices may be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less.

1. Cost per linear foot of office subdividing ceiling-high partitioning either painted or papered.
2. wall mounted electric outlets
3. wall mounted telephone outlets
4. wall mounted data outlets
5. cost of interior door

3.2 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.3 ALTERNATE PROPOSALS

- A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:
 1. itemized costs for lump sum payment not to be included in the rental rate and
 2. a rental rate which includes the costs of these items.
- B. The Offeror shall provide costs for both methods of evaluation on GSA Form 1364, Proposal to Lease Space, in order to be considered for award. GSA may elect the option it deems most favorable.



3.4 TAX ADJUSTMENT (SEP 2000)

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 100 percent based upon an occupancy of 7,653 rentable square feet in a building of 7,653 rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot (b) (4) building(s), and parking areas(s) occupied under this lease are _____.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the

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documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.5 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.6 OPERATING COSTS (SEP 2000)

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

3.7 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

3.8 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.9 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

3.10 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.11 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.12 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.

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- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.13 RELOCATION ASSISTANCE ACT

If an improved site is offered and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs for displaced persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24.

3.14 CHANGE OF INTEREST (NOV 2002)

- (a) Notwithstanding anything to the contrary set forth in this Lease, Lessor shall have no right to assign this Lease until (1) the leasehold improvements have been completed in accordance with terms herein, including all punch list items, and the entire premises has been accepted by the Government as finally completed to the Government's satisfaction; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease. Any purported assignment prior to the completion of these conditions shall be null and void and of no effect.
- (b) Lessor shall have no right to sell or make any transfer of ownership or control of the premises after final completion and acceptance of the premises by the Government without the prior written approval of the Government in accordance with Federal Acquisition Regulations ("FAR"). See 48 CFR Ch. 1 subpart 42.12. In addition to the requirements set forth in FAR, Lessor shall provide the Government with the following in order for the Government to determine if it is in its best interest to approve a transfer or change of ownership:
- (1) A completed GSA Form 527, "Contractor's Qualifications and Financial Information," a copy of which is attached. (This form takes approximately 6 weeks to process.)
 - (2) A contact person's name, address and phone number for at least five previous locations developed and managed by the proposed assignee or transferee.
- (c) If the Government approves the sale or transfer of the Leased Premises, or change of interest or ownership in Lessor's entity, before the Government will change the payee for rent or other payments, it must be provided with the following:
- (1) A letter from the assignee stating that the assignee is willing to assume, approve and adopt the Lease and agrees to be bound by its terms.
 - (2) A letter from the prior Lessor (assignor) waiving all rights under the Lease as against the United States of America, except unpaid rent through a specified date, usually the date of the ownership transfer.
 - (3) The IRS Tax Identification Number for the assignee.
 - (4) Appropriate evidence of transfer of title, ownership or control.
 - (5) If the premises is assigned or transferred by reason of death of Lessor, where there is no will, a copy of the letters of administration showing the name(s) of the new Lessor. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.
 - (6) Any other documents the Government may require pursuant to FAR.

3.15 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
5. Evidence of ownership or control of site.

B. AFTER AWARD:

Within thirty (30) days after award, the successful Offeror shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. Award of a construction contract for Tenant Improvements with a firm completion date.
3. Issuance of a building permit covering construction of the improvements.

3.16 CONSTRUCTION SCHEDULE

- A. Within 7 days after receipt of Government provided design intent floorplans, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 30 days after receipt of Government provided design intent floorplans.

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- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

3.17 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)

- A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into six tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's working/construction drawings; 4) the Government's review of the working/construction drawings; 5) the Lessor's construction of the subject leased area; and 6) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to working days shall be based upon a 5-day work week (Monday through Friday, exclusive of federal holidays). References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. DESIGN INTENT DRAWINGS:

The Government shall prepare and provide to the Lessor the Government's approved design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area within 120 working days after award or receipt of accurate plans/CAD file (i.e. readable CAD file indicating window placement, required shear walls, columns, etc) from the Lessor, whichever is later. Lessor must advise Contracting Officer, the required building square footages or placements of any mechanical/electrical rooms (the 120 day timeframe will not commence until such information is provided). Also, any Lessor requested changes to the site plan, block plan, or elevation plans after lease award (which require the Government to alter its plans, or for which the Government must obtain approval from the Government tenant), the 120 day timeframe to deliver design intent plans ceases and will begin again from the date the Government has approved and incorporated the Lessor requested space changes. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due to the Lessor within 120 working days from award.

Associated plans, drawings, or specifications provided under this solicitation are intended for use by prospective bidders/offers and their subcontractors and suppliers. In support of this requirement, the Government requires bidders/offers to exercise reasonable care when handling documents relating to building drawings/plans, security equipment installations, and contract guard service to include:

- 1) Limiting reproduction and/or dissemination of covered materials only to person/parties related to this acquisition or otherwise authorized to receive such information;
- 2) Making every possible effort that is reasonable and prudent to prevent unauthorized disclosure of this information;
- 3) Upon award and completion of any appeals process, unsuccessful bidders/offers making every reasonable and prudent effort to destroy or render useless all information/documentation received during this solicitation and/or appeal process; and
- 4) The awardee continuing the efforts required above throughout the entire term of the contract and for what specific time thereafter as may be necessary, as determined by the awardee.

C. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, out of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements, which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 14 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others. The Government may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government, which are beyond the scope of the original SFO and its attachments. Any work shown on the working/construction drawings, which is building shell shall be clearly identified as such.

D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's working/construction drawings prior to the Lessor's commencement of interior construction. The Government's review of the working/construction drawings is limited to the working/construction drawings' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of working/construction drawings within ten (10) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working/construction drawings, the Government shall state such in writing to the Lessor, and the Lessor shall have five (5) working days to cure all noted defects before returning the working/construction drawings to the Government for a subsequent review. Upon complete Government review for conformance of the working/construction drawings to the design intent drawings, **A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR**, and the Lessor shall obtain the necessary permits and shall commence construction of the space. Notwithstanding the Government's review of the working/construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government-approved design intent drawings.

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E. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within **180** calendar days (for new construction) or **90** calendar days (existing space) of receiving the Notice to Proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

F. ACCEPTANCE OF SPACE:

Ten (10) days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have seven (7) working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. The phrase "substantially complete" shall mean that the tenant improvements, the common and other areas of the building, and all other elements necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof as provided in this lease, shall have been completed or obtained. All local Government reviews and approvals, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use, or enjoyment are also required for space acceptance. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. Before the Government will accept space, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements and 2) a copy of the Certificate of Occupancy.

G. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in Section 1.9.

H. LEASE COMMENCEMENT:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space. In any case, the lease commencement date shall not be prior to the rent commencement date.

3.18 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of **21 days**. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

3.19 CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entranceway. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

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4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease. For those having difficulty finding a list of construction waste haulers, you can refer to GSA web At <http://cwm@gsa.gov>.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. ceiling grid and tile;
 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 3. duct work and HVAC equipment;
 4. wiring and electrical equipment;
 5. aluminum and/or steel doors and frames;
 6. hardware;
 7. drywall;
 8. steel studs;
 9. carpet, carpet backing, and carpet padding;
 10. wood;
 11. insulation;
 12. cardboard packaging;
 13. pallets;
 14. windows and glazing materials;
 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 16. all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.

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- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8 FLOOR PLANS AFTER OCCUPANCY

Within 30 days after occupancy, as-built mylar reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.

4.9 CAD AS-BUILT FLOOR PLANS (SEP 2000)

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

4.10 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.11 EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at both public and main employee entrances and exits wherever weather conditions and heat loss are important factors for consideration. Vestibules to be covered with canopies and vestibule areas are not considered as part of the rentable/usable square footage measurement. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. The doors in the vestibule at the public entrance must be heavy duty tempered glass that meets all local codes and NFPA requirements. Vestibule and door arrangements must meet ADA and NFPA requirements. Walk-off mats shall be provided at all exits that open to the exterior. Mats shall be spot cleaned and/or shampooed as required during the term of the lease. The Lessor is responsible for the placement, removal, and storage.

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4.12 WINDOWS (SEP 2000)

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer. The number of windows shown on the drawings submitted with the offer shall be considered included in the building shell rate. In the event of new construction where windows can be relocated prior to construction to fit the design intent drawings for the space, there will be no extra cost to the government unless additional windows are desired.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.
- C. Lessor to provide protective measures against physical damage to the building by automobiles (i.e. bollards, guard rails, etc) to be approved by the Contracting Officer. Site plans will be reviewed by the Government to approve the locations of security blockades.

4.13 ACCESSIBILITY (SEP 2000)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

4.14 LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
 - 1. employing practices which avoid or minimize the need for fertilizers and pesticides;
 - 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.
- D. The Contracting Officer shall approve the landscaping to be provided.

4.15 RESTORATION WAIVER

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including initial buildout of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
 - 1. the cost of the recommended product is unreasonable;
 - 2. inadequate competition exists;
 - 3. items are not available within a reasonable period of time; and
 - 4. items do not meet the SFO's performance standards.

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.

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B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:

1. contain recycled material, are biobased, or have other positive environmental attributes;
2. minimize the consumption of resources, energy, or water;
3. prevent the creation of solid waste, air pollution, or water pollution; and
4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)

A. All building finishes shall be for first class, modern space.

B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of **six (6)** color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within **seven (7)** working days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. Upon review with the Tenant Agency(ies), a selection of **ONE** color board shall be made within **ten (10)** working days, and unless otherwise specified prior to lease award, the Offeror may assume that **ONE** color board will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the color board is selected.

5.4 WOOD PRODUCTS (SEP 2000)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org) or the Certified Forest Products Council web site (www.certifiedwood.org).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.5 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.6 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.7 CEILINGS (SEP 2000)

A. Ceilings shall be at least 9 feet and no more than 11 feet measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.

B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.

C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.



E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:

1. *Restrooms.* Plaster or pointed and taped gypsum board.
2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.8 WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

1. Physical Requirements.

- a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
- b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.

2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. TENANT IMPROVEMENT INFORMATION:

1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

C. SAMPLES:

The Lessor shall provide at least six (6) samples of each type of wall covering to be installed for selection by the Contracting Officer.

5.9 PAINTING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

5.10 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

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2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.11 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

5.12 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.13 DOORS: HARDWARE (SEP 2000)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. All office keys must be stamped/marked "Do Not Duplicate."

5.14 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.15 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.16 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.17 PARTITIONS: SUBDIVIDING

A. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 40. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.18 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.
3. *Carpet – Repair or Replacement.*
 - a. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - i. backing or underlayment is exposed;
 - ii. there are noticeable variations in surface color or texture; or
 - iii. tears and tripping hazards are present.
 - b. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.
4. *Resilient Flooring – Repair or Replacement.*
 - a. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - i. it has curls, upturned edges, or other noticeable variations in texture.
 - b. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

B. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.
4. *Installation.* Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
5. *Samples.* When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of six (6) different color samples of each type of floor covering. The sample and color shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after sample selection.

5.19 CARPET TILE (SEP 2000) – TENANT IMPROVEMENT INFO

A. Interface Flooring Systems, Inc. **MoistureGard** carpet tile is to be newly installed and must meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 26 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.

7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

5.20 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.21 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

5.22 BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2 ENERGY COST SAVINGS (SEP 2000)

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.
- B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

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6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one handicapped accessible chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following equipment:
 - a. a mirror above the lavatory;
 - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
 - c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
 - d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
 - e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
 - f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
 - g. a disposable toilet seat cover dispenser; and
 - h. a counter area of at least 2 feet in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.
 - i. Floordrains in restrooms
 - j. Door Kickplates

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 40 percent men and 60 percent women.
2. Refer to the schedule separately for each sex.

NUMBER OF MEN*/WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	
<hr/>				
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.				
** Add one lavatory for each 45 additional employees over 125.				
*** Add one water closet for each 40 additional employees over 150.				

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3. For new installations:

- a. Water closets shall not use more than 1.6 gallons per flush.
- b. Urinals shall not use more than 1.0 gallons per flush.
- c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

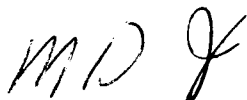
1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
2. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
3. Simultaneous heating and cooling are not permitted.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. *Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
6. *HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - b. no permanent diffusers are used;
 - c. no plenum-type return air system is employed;
 - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

B. TENANT IMPROVEMENT INFORMATION:

1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8 VENTILATION (SEP 2000)

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.



- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
 2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker (bolt-on) type with 10 percent spare power load and circuits.

6.11 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker (bolt-on) type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and



d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.

3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. **TENANT IMPROVEMENT INFORMATION:**

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. **BUILDING SHELL:**

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. **TENANT IMPROVEMENT INFORMATION:**

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.15 DATA DISTRIBUTION (SEP 2000)

A. **TENANT IMPROVEMENT INFORMATION:**

The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. **TENANT IMPROVEMENT INFORMATION:**

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall

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identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.17 ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.18 ELEVATORS (SEP 2000)

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. CODE:
Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet both the ADAAG and the UFAS requirements.
- C. SAFETY SYSTEMS:
Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.
- D. SPEED:
The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.
- E. INTERIOR FINISHES:
Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

6.19 LIGHTING: INTERIOR AND PARKING (SEP 2000)

- A. BUILDING SHELL:
 1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
 - a. The Lessor shall provide deep-cell parabolic louver 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas.
 - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have a minimum of 5 foot-candle of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA including G-1-03) standards. Outdoor lighting is required as metal halide lighting with both building wallpacks and area lighting in parking areas. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards.
 - c. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
 - d. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled

by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with both the ADAAG and the UFAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and federal holidays.

7.3 OVERTIME USAGE (SEP 2000)

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.4 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.5 UTILITIES: SEPARATE FROM RENTAL (SEP 2000)

- A. The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy-intensive building systems can operate under the control conditions stated in this SFO. The statement shall also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, *Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings*, or more restrictive state/local codes.
- B. The Lessor shall provide separate meters for utilities to be paid for by the Government. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

7.6 BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.7 JANITORIAL SERVICES

- A. Cleaning shall be performed during routine business hours of 8:00 a.m. – 4:30 p.m.. The Lessor shall provide daily janitorial services for the leased space, public areas, entrances, and all other common areas and provide replacement of supplies. Cleaning must be completed prior to 4:30 p.m., local time and during normal working hours.
- B. **SELECTION OF CLEANING PRODUCTS:**
The Lessor shall make careful selection of janitorial cleaning products and equipment to:
 - 1. use products that are packaged ecologically;
 - 2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and



3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

C. **SELECTION OF PAPER PRODUCTS:**

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

7.8 **SCHEDULE OF PERIODIC SERVICES**

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

7.9 **LANDSCAPE MAINTENANCE**

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.10 **SECURITY (SEP 2000)**

The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

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7.11 SECURITY: ADDITIONAL REQUIREMENTS

- A. The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.
- B. If required, the Contracting Officer shall furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed for each employee and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for the employee's assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor shall be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.

7.12 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 OCCUPANCY PERMIT (SEP 2000)

The Lessor shall provide a valid occupancy permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, the Offeror shall consult the Contracting Officer to determine if other documentation may be needed.

8.2 FIRE AND LIFE SAFETY (SEP 2000)

- A. Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in NFPA Standard 101, *Life Safety Code*, or any successor standard thereto, shall be protected by an automatic sprinkler system or an equivalent level of safety.
- B. If offered space is 3 stories or more above grade, the Offeror shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total Government-demised area in the building (all leases combined) will be less than 35,000 square feet, and 3) the building is sprinklered, this documentation is not required.
- C. If offered space is 6 stories or more above grade, additional fire and life safety requirements may apply. Therefore, the Offeror shall advise GSA in its offer whether or not the offered space, or any part thereof, is on or above the sixth floor of the offered building.
- D. All exits, stairs, corridors, aisles, and passageways that may be used by the Government shall comply with NFPA Standard 101, or local code, whichever is more stringent.

8.3 SPRINKLER SYSTEM (SEP 2000)

- A. If any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing more than 35,000 ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected by an automatic sprinkler system or an equivalent level of safety.
- B. If an Offeror proposes to satisfy any requirement of this paragraph by providing an equivalent level of safety, the Offeror shall submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. The Offeror shall contact the Contracting Officer for further information regarding Government review and approval of the "equivalent level of safety" analyses. Refer to 41 CFR Part 101-6.6 for guidance on conducting an equivalent level of safety analysis.
- C. Definition: "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

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8.4 **MANUAL FIRE ALARM SYSTEMS (SEP 2000)**

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this SFO). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72, *National Fire Alarm Code*. The fire alarm system wiring and equipment shall be electrically supervised and shall automatically notify the local fire department (NFPA Standard 72) or approved central station. Emergency power shall be provided in accordance with NFPA Standard 70, *National Electrical Code*, and NFPA Standard 72.

8.5 **OSHA REQUIREMENTS (SEP 2000)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6 **ASBESTOS (SEP 2000)**

A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building areas; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.

B. *Definition.* ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

D. *Management Plan.* If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

8.7 **INDOOR AIR QUALITY (SEP 2000)**

A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8 **RADON IN AIR (SEP 2000)**

A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 pCi/L, herein called "EPA's action concentration."

B. INITIAL TESTING:

1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.

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2. **Testing sequence.** The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

1. **Program Initiation and Procedures.**
 - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
 - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. **Standard Test.** Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. **Short Test.** Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.9 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.10 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.



8.12 ENVIRONMENTAL DEFICIENCIES

The awardee shall be responsible for correcting any environmental deficiencies pertaining to the offered site at no cost to the Government.

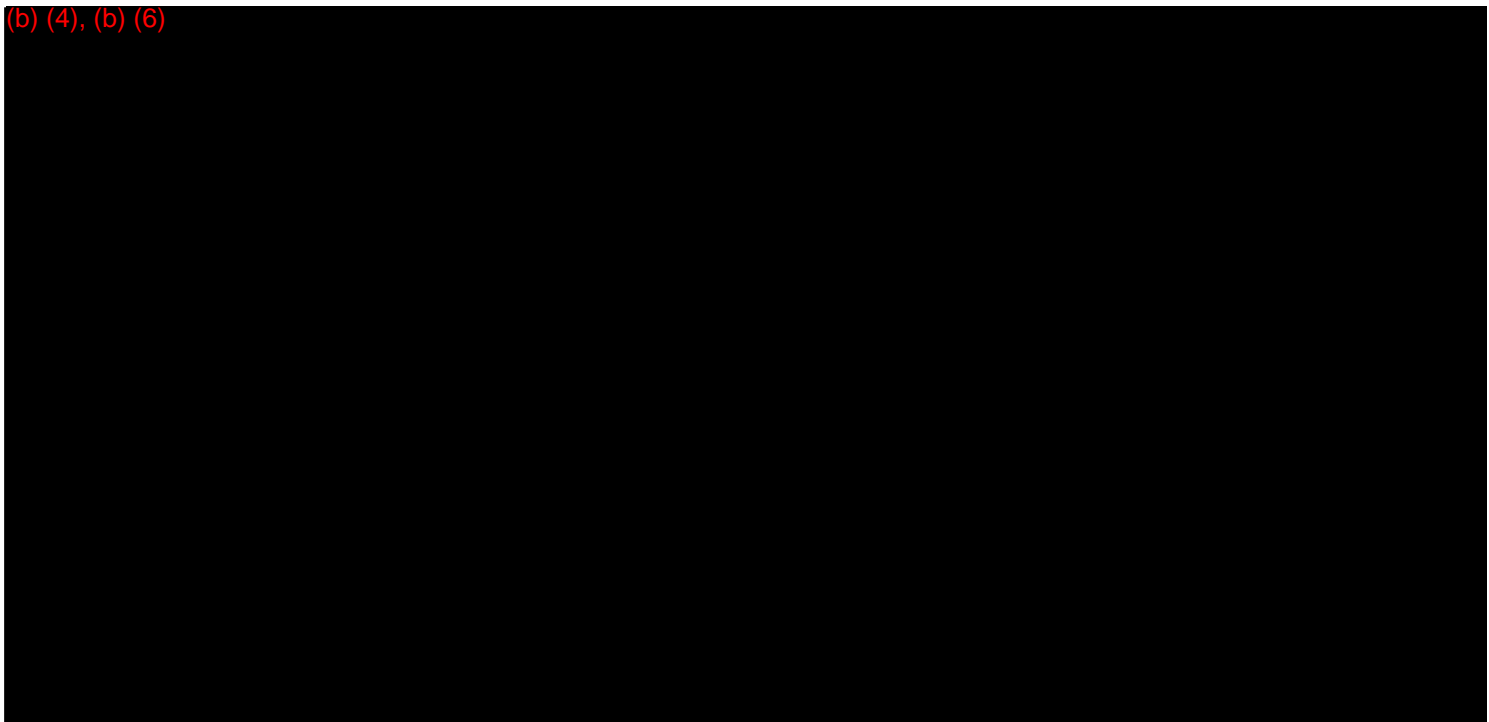
9.0 GENERAL REQUIREMENTS

See Attachment 3 ("General Requirements") to the Solicitation for Offers.

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ATTACHMENT NO. 2 TO SFO

The **Building Shell** includes the following items for the base building and tenant areas:

Base Building	Tenant Areas
Base structure and building enclosure components (windows with exterior finishes) are complete.	Broom clean concrete floor slab, with level floor not varying more than 1/4 inch over ten (10) foot horizontal run in accordance with American Concrete Institute (ACI) Standards.
Base building electrical and mechanical systems (central fire alarm, chiller plant, cooling tower, etc.) are complete and functional.	Gypsum wallboard, spackled and prime painted, on exterior perimeter walls and interior core walls are installed.
All common areas, such as lobbies, elevators, fire egress corridors and stairwells, garages, and service areas are complete. (Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.)	Fully installed 2 X 2 foot suspended acoustical ceiling with 2 X 2 parabolic fluorescent (or other building standard such as 2'-0" X 4'-0" fixtures) installed in the ceiling grid for an open office plan at the rate of one fixture per 80 BOMA usable (100 rentable) square feet, is installed.
Building common restrooms are complete and operational.	Common corridor stud walls, without gypsum board on demised tenants' premise side and without suite entry door, are installed.
Building cores on each floor with leaseable space contain the following: Tappable domestic water riser, service sanitary drain, sanitary vent, ready for extension to tenant demised area(s). Electrical power distribution panels and circuit breakers available in an electrical closet, with capacity at 277/480 volt and 120/208 volt, 3 phases, 4 wiring providing 7 watts per BOMA usable (5 watts per rentable) square foot. Designated connection point to the central fire alarm system for extension to tenant demised area(s). Distribution backboard within a wire closet for connection to tenant's telephone lines. Vertical conduit (empty sleeve) through building core, available for tenant wiring/cabling.	Central heating, ventilation and air conditioning systems are installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts and diffusers, for open office layout. Conditioned air through medium pressure ductwork at a rate of .75cfm/square foot of BOMA usable area is provided. Sprinkler mains and distribution piping in a protection layout (open plan) with heads turned down, concealed with an escutcheon or trim plate, are installed. Interior public restrooms/drinking fountains

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ATTACHMENT NO. 2 TO SFO

Typical Tenant Improvements
Electrical and telephone outlets and wiring from the tenant demised premises to the building core.
Carpeting or other floor covering; raised access flooring.
Plumbing fixtures within the demised premises and connection to the building core.
Partitioning and wall finishes.
Doors (including interior suite entry doors to main & employee vestibule area), sidelights and frames, and hardware.
Millwork.
Fire alarm wiring from building core to tenant space and then within tenant space; pull stations; strobes; annunciators; and, exit signage within the demised premises.
Thermostats.
Window treatments.
Supplemental power, cooling or heating (above the open office plan layout capacities provided in base building) higher rates of air exchanges- (if it entails additional or upgraded air handling equipment); pathogen control systems; and all other special HVAC components required by specific tenant needs.
Adjustment or repositioning of sprinkler heads so as not to conflict with tenant's particular office partition layout; additional sprinklers required by local code to meet tenant's layout, or ceiling grid adjustments and consequent repositioning of sprinkler heads to the center of ceiling tiles.
Tenant signage in the common corridor and within the tenant's demised area and exterior building signage. (An overall tenant directory in the building lobby is part of building shell.)
Changes (moves) or additions to the open plan lighting pattern, or to the open plan HVAC distribution network (e.g., additional ductwork, ceiling diffusers, etc. to accommodate individual office layout).
Upgrades or changes to building standard items, such as plaster or vaulted ceilings, specialty lighting, and upgraded ceiling tile.
Structural enhancements to base building to support non-conventional floor loads, such as a library. (The cost for structurally changed space is no longer borne by the tenant through a continuing premium rent charge.)
Private bathrooms (and associated drinking fountains), private elevators, or staircases within tenant space.
Security systems and features within tenant space are part of tenant improvements including exterior fencing

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Attachment No. 3 – GENERAL REQUIREMENTS

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Parking And Transportation

Adequate public transportation, within one block, is required to the proposed location in those cities or towns that have a public transportation system.

To accommodate parking needs for visitors and employees, a total of 38 parking spaces are required, preferably on-site. Locations that meet the space requirements and have on-site parking for visitors and employees shall be given priority consideration during the process of evaluating offers.

If on-site parking is not available, employee/visitor parking facilities must be available within two blocks of the proposed location. Parking spaces in commercial lots shall be readily available throughout the day at reasonable commercial rates. Parking spaces, routinely occupied by mid-morning, are not acceptable. Restricted or metered parking of less than two hours within the two-block area of the proposed location will not meet parking requirements.

In those locations where on-site parking is not available, parking for the handicapped must be located within the same block of the proposed location and must comply with the "Parking and Loading Zones" paragraph in the HANDICAPPED ACCESSIBILITY section of this solicitation. The location of parking for the handicapped must also be positioned as to not mandate the disabled from crossing any streets. Additionally, GSA will contact local authorities and request placement of a loading/unloading zone in front of the office for the disabled and other visitors. (These parking requirements are in addition to the parking requirements for the handicapped covered in the main body of this solicitation.)

All parking areas shall be hot bituminous pavement or concrete. Parking areas shall be striped and be repainted every three years. They shall be paved with a concrete curb and graded to provide adequate site draining. The lot design must consider snow removal and snow storage requirements.

Building entrances, parking areas and sidewalks to parking areas shall be lighted. Ballasts are to be rapid start, thermally protected, voltage regulated type UL listed, and ETL approved.

Slab Preparation for Carpet and Vinyl Tile: (Building Shell)

Floor preparation prior to the initial installation of the carpet must meet the criteria as identified by the Carpet and Rug Institute publication No. CRI 104 (phone: 800-882-8846) and includes, but is not limited to the installation of a moisture barrier prior to pouring of slab (for new construction). If levels reach 7 lbs or more, per 1,000 sq. ft. within 24 hours, a barrier primer coating (per carpet manufacturer's recommendation) must be used prior to carpet installation (i.e. Interface MoistureGard recommends Re:Source Barrier 3300 coating, etc.). Prior to initially installing carpet and vinyl tiles, the Lessor must provide written certification that alkalinity and moisture tests have been

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conducted, and that alkalinity and moisture levels are within the criteria established by Interface Flooring Systems, Inc. for MoistureGard carpet tile (or the manufacturer of approved equal). Included in the certification the Lessor must provide the moisture and alkalinity test data. No tiles are to be laid until written approval is given by the contracting office for another method to be used to make the slab acceptable for the installation of tiles. All costs incurred and any delays in accepting the space by the Government due to the slab not meeting the requirements are the Lessor's responsibility. The Lessor is strongly encouraged, as soon as possible after award, to obtain a copy of the Carpet and Rug Institute publication and to take the necessary steps to prepare the slab to meet the requirements. For new construction, plans to meet the requirements should be in place before the slab is poured.

Satellite/Telecommunication

"The Government shall have the right to install, maintain, service, and repair all equipment related to reception of telecommunication signals during the term of the lease. Such equipment would include but is not limited to audio, visual, digital, satellite, and microwave systems. The Government reserves the right to locate such equipment on the rooftop of the building or grounds adjacent to the building, and to utilize building walls, parapet mounts, and alternate mounting, as well as the area above the building ceiling line and office space, at no additional rent. The Government may make modifications to the building necessary for installation of a microwave dish or similar receiving device, cable runs and cable connections. Any such equipment shall be installed and maintained by the Government at its expense and shall remain the property of the Government.

The Government shall have the right to use pathways as necessary to install cable between the receiving equipment and specific office areas. The Government shall have the right to do such work starting 30 days before occupancy and at any time during the term of the lease. The Government shall also have the right to inspect all such equipment. The Government reserves the right to require capability of transmission and reception of additional types of Radio Frequency and microwave signals. The Lessor shall provide the Government access to the premises and any other building areas necessary to exercise its rights hereunder. "Government" as used above shall include representatives of the tenant, the General Services Administration and their contractors. If the Government is not the sole occupant of the property, the Government will cooperate with the Lessor in determining placement of the equipment to minimize interference with any other tenant's equipment position.

The Lessor shall be responsible for snow removal off the roof in the area of the telecommunication system (if applicable)"

INITIALS: Lessor MD & Gov't J

Electrical (Building Shell):

Electrical Distribution:

The Lessor will provide at least two separate distribution panels.

One panel will be providing for convenience outlets and mechanical and lighting loads. It must be circuit breaker (bolt-on type) with 25 percent spare power load and circuits. This panel shall be provided with an equipment ground bus. The feeder for this panel shall contain an equipment ground conductor. The branch breakers in the panel shall be bolt on type. Under no circumstances will circuits feeding SSA's LAN equipment run through this panel. This panel will also feed convenience outlets in the systems furniture.

The other panel will be dedicated strictly to SSA's LAN system equipment and systems furniture power feeds. Panel capacity shall meet the requirements of the number of LAN workstations, printers, and LAN rack called for in the paragraph "SPECIAL ELECTRICAL: SSA LAN AND FURNITURE SYSTEM" below, and shown on the approved floor plan. The panel shall have a bolt-on main breaker; an isolated ground bus and equipment ground bus for SSA's computer system equipment. The power feed for the panel shall contain two insulated conductors for the two grounds. Minimum size of the equipment ground and isolated ground conductors shall be No. 6 AWG. The isolated ground conductor shall be terminated at either the service or at the neutral ground bond of the transformer feeding the dedicated panel. There shall be no splices in the isolated ground conductor feeding the IG bus. The ampacity of the panel and main breaker shall be sized for 125 percent of the present connected load plus 25 percent growth. The number of circuits will be as calculated below plus 25 percent for future expansion. The branch breakers in the panel shall be bolt on type. The panel shall be located in the ADP room within the SSA occupied space of the building. In the automated data processing (ADP) room and provide code-required working space. The panel shall not be located in the zone identified for the LAN rack. The power for SSA's computer equipment shall be a 208/120-volt, 60 hertz, three phase, four-wire system. It is preferred that electrical cabling be provided overhead in conduit. Overhead cabling must be encased in 3/4" conduit.

The Lessor shall provide separate electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. Cluster groups at floor or wall locations shall be provided. A set consisting of 1 data junction box, 1 telephone junction box, and 1 electrical junction box shall comprise a cluster group.

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Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-volt circuits with 1 neutral and 1 ground wire, and a 120-volt isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-amp. Circuit shall have no more than 8 general-purpose receptacle or 4 isolated-ground "computer" receptacles. The isolated-ground "computer" circuits shall be installed in accordance with the September 21, 1983 edition of Federal Information processing Standards pub. 94.

Where overhead feeds are used, 2 junction boxes shall be installed for electrical connections, 1 for isolated ground outlets and 1 for convenience outlets. Raceways will be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points.

Electrical Equipment:

A. Surface strips across public traffic aisles will not be permitted. It is preferred that electrical, computer cabling and telephone cabling be provided overhead in conduits. Only a minimal use of power electrical panels serving other tenants and located outside of SSA's space are to be used for SSA service.

B. Large electrical current feeders installed in the walls, ceiling space or below the floor of SSA office space shall be enclosed in Rigid Galvanizing Steel Conduit (RGC) or Electrical Metallic Tubing (EMT) to lessen possible electromagnetic interference with SSA color terminals.

C. SSA will be responsible for final connection of all agency computer equipment to the cable to be provided and installed by the Lessor.

ELECTRICAL RISER SYSTEM

Within thirty (30) days after lessor receipt of Government's Notice to Proceed to commence construction, Lessor to provide one copy of the Electrical Construction Documents along with the following information:

- Written statement regarding whether or not the ceiling is used as a return air plenum
- Riser Diagram Drawing including:
 - a. Service voltage
 - b. Service entrance type & service entrance equipment size
 - c. Switchboard and panel board schedules including voltage, mains, main circuit size, and number/location of spare/space's available

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- d. Interconnection of all switchboards, panel boards, and transformers
- e. Sizes of all feeders to switchboards and panel boards
- Floor Plan(s) which include:
 - a. Location of incoming service, utility meter, and service entrance equipment
 - b. Location of all switchboards, panel boards and transformers

Note: SSA's electrical engineering contractor's (SmithGroup) scope of work is to provide electrical and data construction documents for the entire IWS/LAN computer system and the association Systems Furniture, only. The above information is needed prior to submittal of the related sealed construction drawings and specifications.

REMODELING OR EXPANSION OF GOVERNMENT OCCUPIED

REMODELING OR EXPANSION OF GOVERNMENT OCCUPIED SPACE, OR WHERE OCCUPIED GOVERNMENT SPACE IS AFFECTED BY REMODELING OR EXPANSION:

Notwithstanding any language to the contrary in this SFO: Any offer which proposes to expand or remodel Government occupied space, or where such Government space is affected by remodeling or expansion, must include detailed plans including, but not limited to: drawings, schedules, copies of contracts, and narratives indicating how the work is to proceed, all of which are subject to approval by the Contracting Officer. The Contracting Officer, at his or her sole discretion, may request additional plans, planning materials, narratives and other documentation from the Offeror during negotiations. The detailed planning materials requested by the Contracting Officer are to be submitted prior to termination of negotiations and the call for Best and Final Offer by the Contracting Officer. Detailed Plans not submitted during the time specified, or not approved by the Contracting Officer, in his or her sole judgment, will result in the offer being rejected as non-responsive, with no further consideration being given to the offer. The detailed plans submitted must address the following requirements and show how they are to be met:

- (a) How the expansion or remodeling will proceed without disruption to the functioning and mission of the Government agency occupying the space.
- (b) All work, interior and exterior, must be done after business hours and such work cannot proceed in the event that the Government agency is working after hours, or on weekends.
- (c) No construction debris, barricades, or materials are to be stored in Government occupied space, or stored outside in any manner which disrupts the ingress and egress of staff, visitors, transport vehicles and emergency vehicles.

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(d) There can be no disruption to any building services and utilities such as HVAC, water, gas, electric, telephone, exterior lighting, or any other essential service.

(e) During construction, the offeror must provide a security guard to ensure against potential loss of, or tampering with, Government property.

(f) Temporary walls must be constructed to enclose work areas and to seal-off expansion space from the Government occupied space. All such walls must be dry walled, taped, finished and painted to avoid airborne particles and irritants. Such walls must be constructed from slab to roof deck to prevent unauthorized entry into the Government space.

(g) No HVAC duct work or plumbing shall be connected to the HVAC ducts or plumbing in the Government occupied space without such duct work or plumbing being cleared of all dust, dirt or other contaminants.

(h) No electrical connections to the current electrical system in the occupied space can occur without the offeror providing assurances that such connections will not affect the IWS-LAN system in place.

(i) The offeror shall supply and maintain HEPA air filter machines in the occupied space to remove any airborne particles, contaminants and irritants from the air during construction. The filters must be changed daily.

(j) No loss of parking is permitted during construction, unless the offeror provides parking that is comparable to the current parking, at no cost to the Government.

(k) Offeror must provide indemnification and hold the Government harmless for any liability due to injury or loss to staff, visitors, contractors, or invitees resulting from the construction process.

(l) In the event that the construction disrupts the Government staff or visitors in anyway, the Contracting Officer may, in his or her sole determination, require that the construction cease until such time that the Offeror has provided the Contracting Officer with an acceptable plan to eliminate the disruption. The Contracting Officer, in his or here sole judgment, will determine if the plan is acceptable.

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(m) In the event that the expansion or remodel of the occupied space cannot be performed without disruption to the mission or operation of the occupying Government agency, then the offeror must supply temporary space which meets all of the requirements of this solicitation and its attachments. That temporary space must be provided at no additional cost. All costs associated with moving to and from this swing space, including, but not limited to connecting the IWS-LAN system, are to be paid by the offeror. The temporary space must be within the agency's service area boundaries and be approved by the tenant agency and the Contracting Officer.

n) Items and material existing in the offered space or to be removed from the offered space during the demolition phase are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse must be in re-furbishable condition, and must meet the quality standards set forth by the Government in this SFO, and approved by the Contracting Officer. In the absence of definitive quality standards, the offeror is to ensure that the quality of the item(s) in question will meet or exceed accepted industry or trade standards, as well as Government standards, for first quality commercial grade applications. Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place.

(o) All surface materials and fixtures, including, but not limited to: paint, wallpaper, carpet, ceiling tiles, doors, light fixtures, hardware, floor tiles, and vinyl tiles must match in both the currently occupied and expansion space, so as to present a unified, seamless appearance between the currently occupied space and the expansion space.

(p) All exterior surfaces, including, but not limited to: windows, doors, frames, walks, wall coverings, soffits, light fixtures, hardware, etc. must match in both the currently occupied and expansion space, so as to present a unified, seamless appearance between the currently occupied space and the expansion space.

EVIDENCE OF CAPABILITY TO PERFORM:

Evidence of ownership or control of site (Lessor may not lease the land and sublet it to the Government)

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The Government will assess each offeror's submission of buildings or build-to-suit sites during a market survey to determine if the existing building or build-to-suit sites are acceptable for solicitation. Offerors will be informed in the cover letter accompanying this solicitation, or by a separate letter, which buildings or sites (if any) are acceptable for solicitation. Unacceptable sites cannot be considered for solicitation. In the event an offeror submits more than one acceptable building or build-to-suit site, the offeror must choose which site or building to offer. Only one offer per offeror can be considered for award.

Any space considered for consideration that will be subject to a land lease for a building to be constructed will not be considered for award.

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**DOCUMENT SECURITY
NOTICE TO PROSPECTIVE BIDDERS/OFFERORS**

This solicitation includes Sensitive But Unclassified (SBU) building information. SBU documents provided under this solicitation are intended for use by authorized users only. In support of this requirement, GSA requires bidders/offerors to exercise reasonable care when handling documents relating to SBU building information per the solicitation.

REASONABLE CARE:

1. Limiting dissemination to authorized users. Dissemination of information shall only be made upon determination that the recipient is *authorized* to receive it. The criterion to determine authorization is *need-to-know*. Those with a *need-to-know* are those who are specifically granted access for the conduct of business on behalf of or with GSA. This includes all persons or firms necessary to do work at the request of the Government, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that the contractor deems necessary in order to submit an offer/bid or to complete the work or contract, as well as maintenance and repair contractors and equipment service contractors.

NOTE: It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU building information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below, and including item (d), as necessary:

(a) **A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business.** The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; **and**

(b) **Verification of a valid DUNS Number** against the company name listed on the business license or certification. Verification may be obtained through

<http://www.fpd.gov>, or by calling Dun & Bradstreet at 703-807-5078 to set up an account; **and**

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(c) **A Valid IRS Tax ID Number** of the company requesting the information; **and, as necessary,**

(d) **A Valid picture state driver's license** shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s) picking up the documentation is authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs (a) through (c), above.

2. Retaining and destroying documents. The efforts required above shall continue throughout the entire term of the contract and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

3. Term of Effectiveness. The efforts required above shall continue throughout the entire term of contract and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.

4. Written agreement of disposal. For all contracts using SBU building information, the contractor shall provide a written statement that he and his subcontractors have properly disposed of the SBU building documents, with the exception of the contractor's record copy, at the time of Release of Claims to obtain final payment. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

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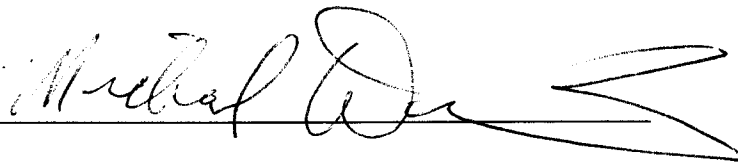
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The recipient acknowledges the requirement to use **reasonable care**, as outlined above, to safeguard the documents and, if not awarded, the contract (and at the completion of any protest/appeal process) will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.

I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.

Signature: 

Title: President

Date: March 18, 2005

Copy of business license attached

(b) (6)



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(b) (7)(F)

(b) (7)(F)

EXHIBIT **A**

1000 9 601.

AMENDMENT NO. 1

GS-05B-17482

DATED: 5/5/05

The SFO is amended to incorporate the following changes. If there is a conflict in the wording, this amendment takes precedence. All other provisions of the SFO shall remain unchanged.

THE NUMBER FOR GS-05B-17513 IS CHANGED. THE NEW NUMER FOR ALL MATERS REGARDING THIS PROCUREMENT ACTION IS GS-05B-17482

INITIALS: M.P.D & [Signature]
LESSOR GOVT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	Clause No.	48 CFR Ref.	Clause Title
DEFINITIONS GENERAL	1	552.270-4	Definitions
	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery - Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises-Right of Entry
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space
INSPECTION	21	552.270-9	Inspection-Right of Entry
PAYMENT	22	552.232-75	Prompt Payment
	23	552.232-76	Electronic Funds Transfer Payment (Variation)
	24	552.232-70	Invoice Requirements
	25	52.232-23	Assignment of Claims
	26	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	27	552.203-5	Covenant Against Contingent Fees
	28	52.203-7	Anti-Kickback Procedures
	29	52.223-6	Drug-Free Workplace
ADJUSTMENTS	30	552.203-70	Price Adjustment for Illegal or Improper Activity
	31	52.215-10	Price Reduction for Defective Cost or Pricing Data
	32	552.270-13	Proposals for Adjustment
	33	552.270-14	Changes (Variation)
AUDITS	34	552.215-70	Examination of Records by GSA
	35	52.215-2	Audit and Records—Negotiation
DISPUTES	36	52.233-1	Disputes

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LABOR STANDARDS	37	52.222-26	Equal Opportunity
	38	52.222-21	Prohibition of Segregated Facilities
	39	52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
	40	52.222-36	Affirmative Action for Workers with Disabilities
	41	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
SUBCONTRACTING	42	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	43	52.215-12	Subcontractor Cost or Pricing Data
	44	52.219-8	Utilization of Small Business Concerns
	45	52.219-9	Small Business Subcontracting Plan
	46	52.219-16	Liquidated Damages- Subcontracting Plan
ADVERTISING	47	552.203-71	Restriction on Advertising

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GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 - DEFINITIONS (SEP 1999)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

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4. 552.270-23 - SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 - STATEMENT OF LEASE (AUG 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
 - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-25 - SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

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7. 552.270-26 - NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 - INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 - MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 - DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 - DEFAULT IN DELIVERY - TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
 - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;
 - (2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;
 - (3) Such other, additional relief as may be provided for in this lease, at law or in equity.
 - (4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (b) Delivery by Lessor of less than the minimum ANSI/BOMA Usable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.
- (c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

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12. 552.270-19 - PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 - EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (SEP 1999)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 - FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 - DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 - FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor

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within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 - COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 - ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 - ACCEPTANCE OF SPACE (SEP 1999)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Usable square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 - INSPECTION - RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 552.232-75 - PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

- (a) Payment due date.

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- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
 - (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (b) Invoice and inspection requirements for payments other than rent.
- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.
- (c) Interest Penalty.
- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
 - (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
 - (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
 - (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

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(b) The Lessor shall provide the following information:

- (1) The lease number to which this notice applies.
- (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
- (3) Number of account to which funds are to be deposited.
- (4) Type of depositor account ("C" for checking, "S" for savings).
- (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.

(c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.

(e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-70 - INVOICE REQUIREMENTS (VARIATION) (SEP 1999)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

(c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

26. 552.270-20 - PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Usable square footage delivered will be confirmed by:
 - (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
 - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Usable square footage stated in the lease.

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- (c) If it is determined that the amount of ANSI/BOMA Usable square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Usable square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

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"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
 - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
 - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
 - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
 - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

- (a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

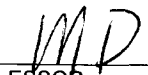

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about--

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- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

30. 552.203-70 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applies to leases which exceed \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may--
 - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

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31. 52.215-10 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applies when cost or pricing data are required for work or service exceeding \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if--
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

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32. 552.270-13 - PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details--
 - (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost --
 - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

33. 552.270-14 - CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
 - (1) Specifications (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or
 - (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Usable square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires

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earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.215-2 - AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
 - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
 - (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
 - (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or

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- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

36. 52.233-1 - DISPUTES (DEC 1998)

- (a) This contract is subject to the Contract Disputes act of 1978, as amended (41 U.S.C. 601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

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37. 52.222-26 - EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
 - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
 - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
 - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
 - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

38. 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

39. 52.222-35 - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (DEVIATION)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Employment openings," as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

"Veteran of the Vietnam era" means a person who--

Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--
- (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion or transfer;
 - (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

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(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability.

- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

40. 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with

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disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

41. 52.222-37 - EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on:

- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March

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1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.



42 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995)

- (a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
 - (1) The name of the subcontractor,
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

43. 52.215-12 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applies when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

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44. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

- (1) "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- (2) "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (3) "Small business concern owned and controlled by socially and economically disadvantaged individuals" and "small disadvantaged business concern" mean a small business concern that represents, as part of its offer that--
- (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
 - (ii) No material change in disadvantaged ownership and control has occurred since its certification;
 - (iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).
- (4) "Small business concern owned and controlled by women" means a small business concern--
- (i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

45. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

(Applies to leases which exceed \$500,000.)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

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"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

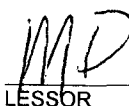
"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract," means any agreement means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of--
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to HUBZone small business concerns
 - (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (v) Total dollars planned to be subcontracted to women-owned small business concerns.
 - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns and (iv) women-owned small business concerns.
 - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
 - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause
 - (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns,

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- (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, and (iv) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will-- (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms and in paragraph (j) of this clause, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A recitation of the types of records the offeror will maintain concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
 - (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether HUBZone small business concerns were solicited and if not, why not, (C) whether small disadvantaged business concerns were solicited and if not, why not, (D) whether women-owned small business concerns were solicited and if not, why not, and (E) if applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business, HUBZone small business, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small, HUBZone small business, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small, HUBZone small business, small disadvantaged and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small business, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

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- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
 - (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

46 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require

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that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

- (d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

47. 552.203-71 - RESTRICTION ON ADVERTISING (VARIATION) (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services.

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REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number GS-05B-17513 17482	Dated March 18, 2005
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 1999)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 6515.
 (2) The small business size standard applicable to this acquisition is average annual gross revenues of \$15 million or less for the preceding three fiscal years.
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
 (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
 (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this section.) The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
 (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that it—

(i) ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: -----]
 Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision]. The offeror shall check the category in which its ownership falls:

- ☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
☐ Individual/concern, other than one of the preceding.

- (c) Definitions. Small business concern, as use in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, as use in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one ore more women; and
 (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference

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programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern..

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that --

- (a) It [] has, [x] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [x] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that --

- (a) It [] has developed and has on file, [x] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [x] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above Michael Downing [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

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(Applies to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
 - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.
8. 52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997)

- (a) Definitions.

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"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- * TIN: (b) (4)
- * TIN has been applied for.
- * TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- Sole proprietorship;
- * Partnership; Not a corporate entity;
- * Corporate entity (not tax-exempt);
- * Corporate entity (tax-exempt);
- * Government entity (Federal, State, or local);
- Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____.

(f) Common Parent.

- * Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name (b) (4)

Name
TIN

(b) (4)

(b) (6)

Signature

Date

INITIALS:

LESSOR

& GOVERNMENT

GENERAL DECISION: OH20030032 05/06/2005 OH32

Date: May 6, 2005

General Decision Number: OH20030032 05/06/2005

Superseded General Decision Number: OH020032

State: Ohio

Construction Type: Building

County: Cuyahoga County in Ohio.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	03/05/2004
2	04/16/2004
3	05/14/2004
4	06/18/2004
5	07/16/2004
6	08/06/2004
7	08/13/2004
8	08/20/2004
9	09/17/2004
10	10/22/2004
11	01/14/2005
12	02/04/2005
13	05/06/2005

ASBE0003-006 07/28/2004

	Rates	Fringes
Heat and Frost Insulator.....	\$ 30.28	11.35

BOIL0744-008 01/01/2004

	Rates	Fringes
Boilermaker.....	\$ 28.80	13.71

BROH0005-001 05/01/2004

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer.....	\$ 28.65	7.14

BROH0005-009 06/01/2004

	Rates	Fringes
Tile Finisher.....	\$ 28.65	3.50

BROH0036-001 05/01/2004

	Rates	Fringes
Tile Setter.....	\$ 26.05	9.81

 CARP0254-001 05/01/2004

	Rates	Fringes
Carpenter Including acoustical ceilings, cabinets, concrete forms, drywall hanging, hardwood flooring and soft floors.....	\$ 26.20	9.35

 CARP1871-022 05/01/2004

	Rates	Fringes
Millwright.....	\$ 25.25	10.30

 ELEC0038-001 04/26/2004

	Rates	Fringes
Electrician Including Low Voltage Wiring for Alarms and HVAC..	\$ 31.43	12.41

 ENGI0018-018 05/01/2004

	Rates	Fringes
Operating Engineer		
Backhoe.....	\$ 29.32	8.56
Boom & Jib 300' and Over....	\$ 31.07	7.56
Bulldozer.....	\$ 29.17	8.56
Crane: Boom & Jib 200' and Over, Up to 299'.....	\$ 30.82	7.56
Oiler.....	\$ 19.74	8.56

 IRON0017-005 10/01/2004

	Rates	Fringes
Ironworker Structural, including metal buildings and overhead doors & REINFORCING\$	25.90	15.53

 LABO0310-001 05/01/2004

	Rates	Fringes
Laborer		
Brick Mason Tender.....	\$ 22.08	9.30
Unskilled.....	\$ 18.63	9.30

 PAIN0006-001 05/01/2004

	Rates	Fringes
Painter (Including Epoxy and Spray)		
COMMERCIAL NEW WORK;		
REMODELING & RENOVATIONS		
Brush and Roller.....	\$ 23.69	11.32
Spray.....	\$ 24.39	11.32
COMMERCIAL REPAINT		
Brush and Roller.....	\$ 22.19	11.32
Spray.....	\$ 22.89	11.32

PAIN0006-007 05/01/2004

	Rates	Fringes
Painter		
Taper/Drywall Finisher.....	\$ 24.39	11.32

PAIN0006-028 05/01/2004

	Rates	Fringes
Glazier.....	\$ 25.52	9.92

PLAS0080-001 05/01/2004

	Rates	Fringes
Plasterer.....	\$ 26.19	9.60

PLAS0404-001 05/01/2004

	Rates	Fringes
Cement Mason.....	\$ 26.05	10.19

* PLUM0055-001 05/01/2005

	Rates	Fringes
Plumber		
Work on Water Lines, Gas		
Lines, Sewer Lines, etc.		
from the building to the		
street.....	\$ 19.50	4.40
All Other Work - Excluding		
HVAC.....	\$ 34.20	10.50

* PLUM0120-001 05/01/2005

	Rates	Fringes
Pipefitter		
"A and B" Including HVAC		
Work and Fire Sprinkler		
Systems.....	\$ 30.97	13.70

* ROOF0044-002 05/01/2005

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply).....	\$ 25.25	12.45

SHEE0033-030 11/01/2004

	Rates	Fringes
Sheet Metal Mechanic Including HVAC & Siding and Decking Work.....	\$ 27.98	12.66

SUOH2001-002 03/09/2001

	Rates	Fringes
Laborer Fence Erector.....	\$ 11.58	1.42
Power Equipment Operator Excavator.....	\$ 18.23	4.39

* TEAM0436-001 05/01/2005

CUYAHOGA, GEAUGA & LAKE COUNTIES

	Rates	Fringes
Truck Driver Pickup.....	\$ 22.95	7.65+a

FOOTNOTE: a. 7 Paid Holidays: New Year's Day; Decoration Day;
Fourth of July; Labor Day; Thanksgiving Day; National
Election Day; & Christmas Day

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE SUPPLEMENTAL LEASE AGREEMENT		Supplemental Lease Agreement No.1	Date:
To Lease No.: GS-05B-17482			
ADDRESS OF PREMISES	Social Security Administration 11601 Shaker Blvd Cleveland, Ohio 44412		
THIS AGREEMENT, made and entered into this date by and between: Patrick Shaker Properties LLC Whose address is: (b) (6)			
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:			
WHEREAS, the parties hereto desire to amend the above Lease.			
NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective September 8, 2006 as follows:			
Supplemental Lease Agreement NO. 1. of Lease GS-05B-17482, is hereby issued to identify the Lessor and Payee. All other terms and conditions of the lease remain the same.			
Therefore, effective 9/8/2006, The Lessor and Payee are as follows:			
LESSOR:			
Patrick Shaker Properties LLC (b) (6)			
PAYEE:			
Patrick Shaker Properties LLC (b) (6)			
This is page 1 of 1			
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.			
Patrick Shaker Properties LLC (b) (6)		PRESIDENT (Title) (b) (6) (Address)	
SERVICES ADMINISTRATION		CONTRACTING OFFICER	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Lease Agreement No.2	Date: 11-22-06
To Lease No.: GS-05B-17482		
ADDRESS OF PREMISES	Social Security Administration 11601 Shaker Blvd Cleveland, Ohio 44112 44120	
<p>THIS AGREEMENT, made and entered into this date by and between: Patrick Shaker Properties LLC Whose address is: (b) (6)</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective September 8, 2006 as follows:</p> <p>Supplemental Lease Agreement NO. 2. of Lease GS-05B-17482, is hereby issued to establish the effective date of the lease. All other terms and conditions of the lease remain the same.</p>		
<p>Therefore, effective 9/8/2006, Paragraph 2 is replaced with the following:</p> <p>2. TO HAVE AND TO HOLD the said premises with their appurtenance for the term beginning on September 8, 2006 through September 7, 2016, subject to termination and renewal rights as may be hereinafter set forth.</p> <p>All other terms and conditions of the lease remain unchanged.</p> <p>This is page 1 of 1</p>		
<p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>Patrick Shaker Properties LLC (b) (6)</p> <p>PRESIDENT (Title)</p> <p>(b) (6)</p> <p>SERVICES ADMINISTRATION</p> <p>CONTRACTING OFFICER</p>		